



# PUBLIC COMMENT

## SIGN IN SHEET

Tuesday, February 5, 2013

6:00 PM

**Limited to forty [40] minutes, four [4] minutes per person.**

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

**Citizens with comments related to a specific action agenda item will be called first.**

If time permits additional citizens may be permitted to speak on a non agenda items [at the discretion of the Chair].

### PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1	REDD GARONER	TRASH - pickup	Jim Eardle
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Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

**NOTE:** Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

*Council may make closing comments directly following the public & extended public comment sessions if time permits.*

# Oconee County Transit Feasibility Study

County Council Status Report

February 5, 2013



**URS**

# Overview

- Original Study Completed in December 2008
- Purpose of Update
  - Demographics – 2010 Census data
  - Perceptions/opinions of transit
  - CAT service
  - Economy



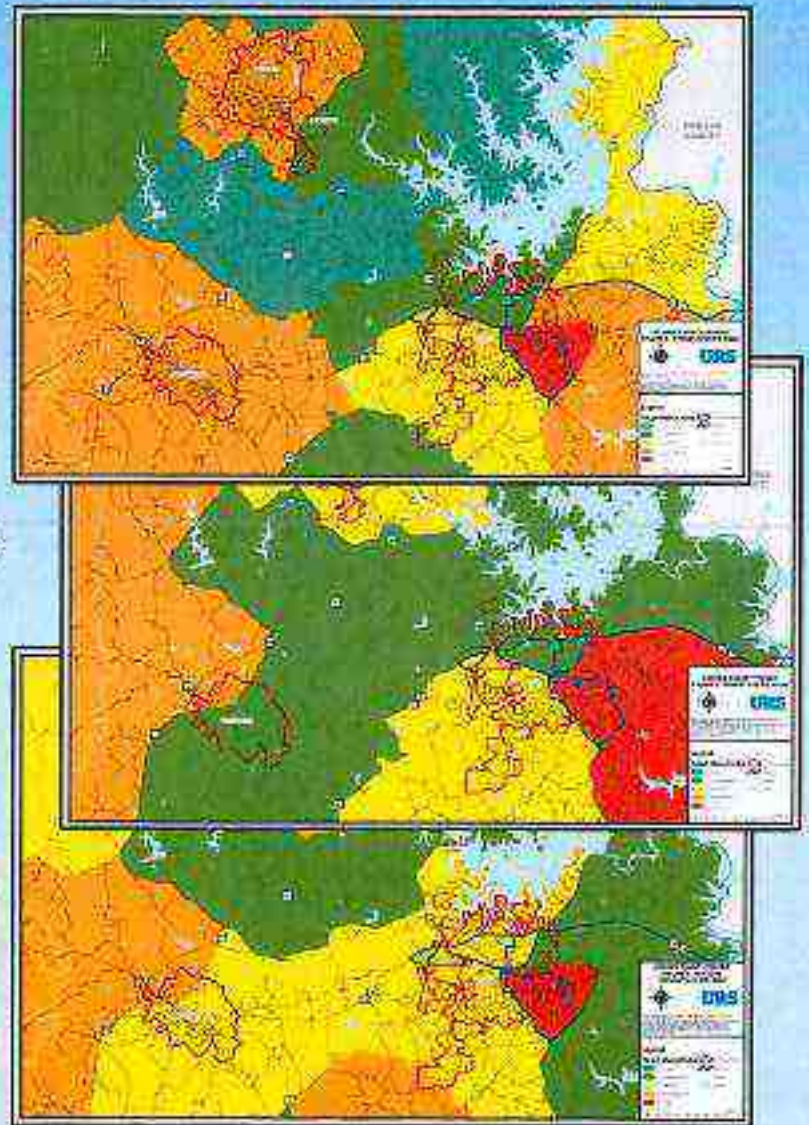
# Goals of Update

- Integrate 2010 Census data
- Re-engage public
- Recommend next steps



# Census 2010 Data

- Key Transit Indicators
  - Persons 18 to 24 years of age
  - Persons 65 and older
  - Non-white populations
  - Persons below the poverty line
  - Households without vehicles
  - Persons with disabilities
  - Persons with no HS diploma



# Public Involvement

- Stakeholder Outreach
  - Village of Fair Play
  - Town of Salem
  - City of Seneca
  - City of Walhalla
  - City of Westminster
  - Town of West Union
  - Keowee Key and surrounding “lake area”
  - Clemson Area Transit



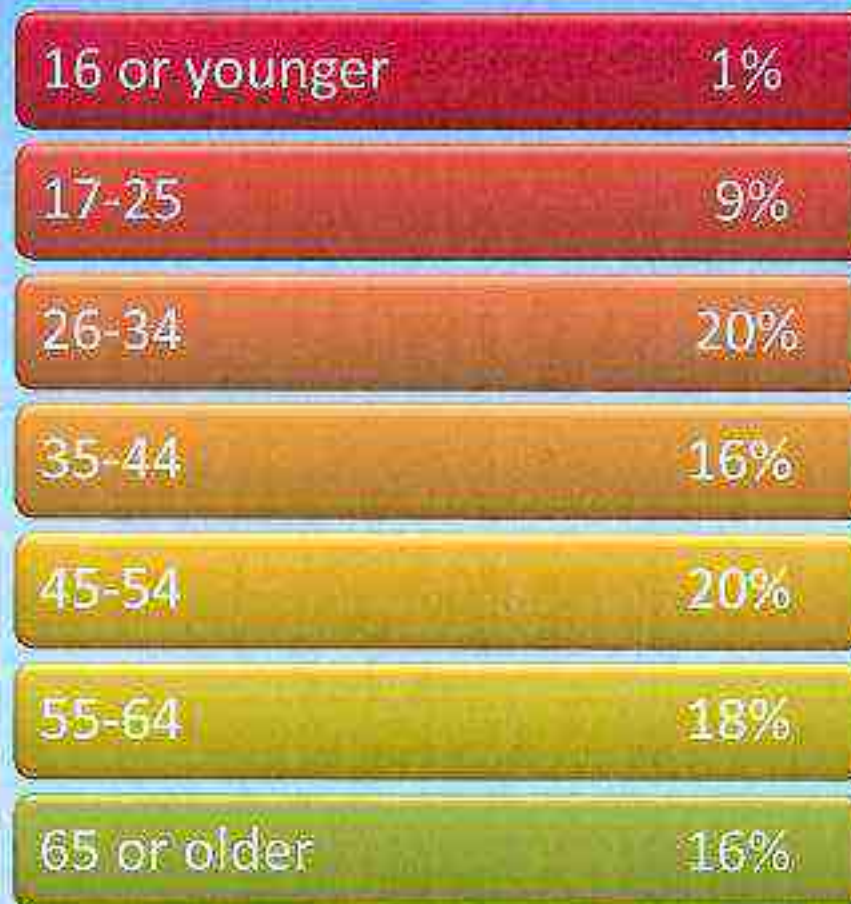
# Public Opinion Survey

- Distribution
  - 300+ responses to date
  - Local governments and service providers
  - 68% online / 32% hardcopy
- Geographic response
  - Seneca – 13%
  - Walhalla – 35%
  - Westminster – 2%
  - West Union – 3%
  - Elsewhere in Oconee County – 47%



[www.surveymonkey.com/s/OconeeCountyTFB](http://www.surveymonkey.com/s/OconeeCountyTFB)

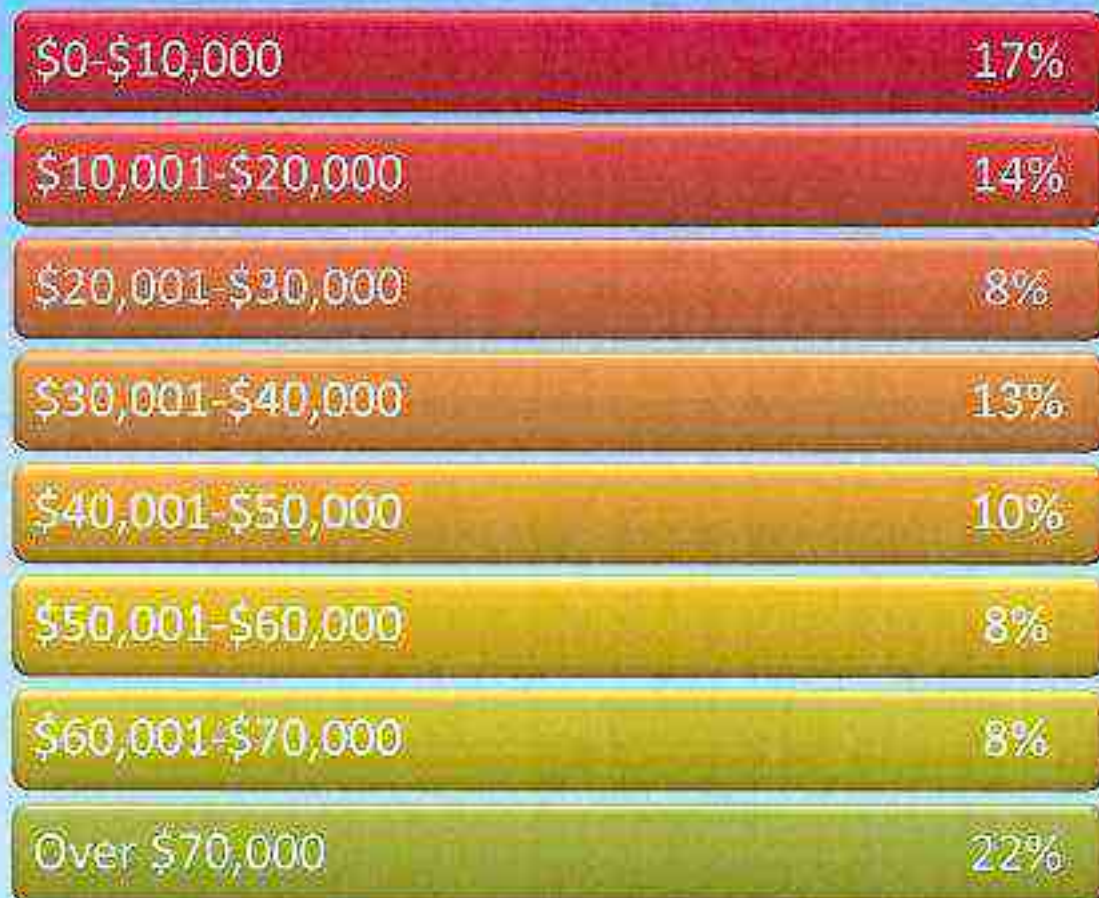
# Respondent Age



[www.surveymonkey.com/s/OconeeCountyTFB](http://www.surveymonkey.com/s/OconeeCountyTFB)



# Respondent Household Income



[www.surveymonkey.com/s/OconeeCountyTFB](http://www.surveymonkey.com/s/OconeeCountyTFB)

# Selected Responses

46%  
have used CAT bus

91%  
more transit is needed  
in Oconee County

82%  
expanding CAT bus  
is the most  
appropriate way to  
provide more transit

70%  
would use  
expanded transit

73%  
would be willing to  
pay a fare to ride



[www.surveymonkey.com/s/OconeeCountyTFB](http://www.surveymonkey.com/s/OconeeCountyTFB)

# Next Steps

- Finalize demographic analysis
- Conduct peer-region comparison
- Close survey and analyze responses
- Recommend path forward scenarios
- Issue feasibility report



[www.surveymonkey.com/s/OconeeCountyTFB](http://www.surveymonkey.com/s/OconeeCountyTFB)

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## Update to the 2008 Transit Feasibility Study

Oconee County desired to update its Transit Feasibility Study that was conducted in 2008. Key reasons for the update are the recent availability of new 2010 demographic data, reengaging the public to understand current public opinion and perception toward transit, and updating the recommendations of the plan to reflect current realities.

The following are the core work items of the update:

### CENSUS DATA UPDATE

Demographic data is being updated as available from the 2010 US Census. The update will include revising key metrics within the study and the maps presented.

### PUBLIC INVOLVEMENT

Two primary areas of public involvement are being performed and are presented below:

#### Stakeholder Meetings

Targeted stakeholder meetings are being conducted to determine perceptions, desires, and expectations regarding transit service in Oconee County. The main intent of these meetings is to determine what may have changed since the publishing of the original study, including any changes to the goals and objectives for transit in Oconee County. Individual meetings are being conducted to the convenience of each stakeholder group, and therefore have taken several months to complete.

Meetings have/will include:

- Village of Fair Play
- Town of Salem
- City of Seneca
- City of Walhalla
- City of Westminster
- Town of West Union
- Keowee Key and surrounding lake communities
- Clemson Area Transit

#### Public Opinion Survey

A public opinion survey has been made available online ([www.surveymonkey.com/s/OconeeCountyTFB](http://www.surveymonkey.com/s/OconeeCountyTFB)). Stakeholders, including municipalities throughout the County, were encouraged to post a link to the survey from their respective websites. The survey has received broad exposure with a high number of responses to date. Hard copies of the survey were provided to several stakeholder groups for distribution to those not having internet access. Results from the survey will be compiled and analyzed and summary information will be included as part of the study update documentation.

### REPORT UPDATE

Based on the information received through the updating of demographic data and public involvement, the June 2008 Oconee County Transit Feasibility Study Report will be updated to reflect the current goals and objectives for transit in Oconee County. Once the report is updated, it will be presented to Oconee County Council.

Standards  
for  
South Carolina  
Public Libraries

2012  
Revision



south carolina  
**STATE LIBRARY**

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## INTRODUCTION

### ***Background***

Standards for South Carolina public libraries have been in place since the 1950's. Previous editions of the Standards were created by the South Carolina Library Association. A 1998 edition was the first set of Standards developed under the auspices of the South Carolina State Library. The 1998 edition was reviewed and rewritten by State Library staff to provide a less lengthy, more accessible format in late 2010.

*Standards for South Carolina Public Libraries* was seen essentially as a planning tool for use by public library decision makers. The objectives of the 1998 Standards – to provide a generally accepted means for assessing the quality and effectiveness of library services – remain unchanged in all subsequent editions. The need for a planning tool is ongoing, but in response to suggestions and feedback from librarians, a goal for the 2012 revision is to provide simpler language and clear quantifiable guidelines which will enable librarians to convey the standards to non-library decision makers.

### ***Why are standards important?***

Library systems develop and adhere to standards for a number of reasons. Chiefly, the public is best served through constant, and consistently articulated, adherence to a common set of principles which speak to the contributions that public libraries make to the lives of South Carolina citizens and the vitality of their communities. Standards establish benchmarks and identify ways of evaluating progress toward excellence in public institutions, including libraries.

### **Standards...**

- ...assist libraries in short- and long-term planning.
- ...contribute to greater accountability in the use of public funds.
- ...communicate a shared vision of quality public libraries and library services.
- ...highlight strengths and weaknesses, and aid in the prioritization of services.
- ...provide a driving mechanism for local and state support of libraries.

There are no nationally-recognized standards for public libraries. The determination has been made within the library profession that libraries differ so greatly in size, budget, and the sheer variety of circumstances existing from region to region that a set of common standards is untenable. However, decision makers and financial administrators everywhere continue to ask for standards upon which to base decisions about facilities, staffing, and budgets. Each state has therefore developed its own set of standards to reflect statewide conditions, responding each in its own way to the purposes outlined above.

Statewide standards can likewise be seen as untenable because of the vast differences between small, underfunded rural libraries and large well-supported urban libraries. This difficulty has been largely skirted over the years by scaling the standards for different sizes of service population. Still, severe economic hardship is present in urban as well as under-populated rural areas. In the end, standards can provide just one facet of measurement to aid local decision making, while simultaneously positing a general set of goals for statewide library development.

### ***Compliance and Reporting***

While compliance with the statements found in *Standards for South Carolina Public Libraries* is voluntary, the State Library encourages public libraries to adhere to the Standards in assessing their performance and effectiveness. Constant appraisal of the library in terms of normal and above-the-norm factors enables library decision makers to see ongoing progress, and to identify areas for improvement.

The concept of the “user-centered library” remains a guiding principle in all planning for libraries and in all improvements and additions to library facilities and services. Striving to meet generally accepted standards strengthens, over time, the ability of libraries to meet the ever-changing needs of South Carolina library users. Collecting, considering, and gauging input from community members about their needs and preferences, as well as the adoption of measurable criteria for excellent service, allows libraries to engage in evidence-based planning and to present a picture of libraries grounded in realities rather than wishful thinking.



A key concept in the preceding paragraph is "ever-changing needs." The focus of efforts such as this one is on service to the community. These standards must be adopted in tandem with a clear picture of the local community, only gained through serious attention to community assessment, data gathering, and analysis. The library that has these tools in hand is prepared to move forward into the future.

In collaboration with public library leadership, the South Carolina State Library is developing a "Public Library Report Card" based on the Standards and other factors through which libraries can measure their strengths and weaknesses. The Standards Advisory Committee was strongly in favor of the adoption of this kind of measurement tool to gauge libraries' growth and progress; the concept of the "report card" was constantly in view during discussion of the standards. Input on the design and intended use of the "report card" will be sought from all interested sources during the development process.

#### ***Methodology of this study***

A committee of librarians representing various library service divisions was formed to study the existing Standards and recommend revisions. The State Library's Library Development Services staff moderated and participated in the discussions. The revision process was completed in about six months.

Members of the Advisory Committee included three public library directors: Lana Gardner, Cherokee County; Benjamin Hall, Williamsburg County; Wlodek Zaryczny, Beaufort County, and six library staff members: Jill Cornwell, Greenville County; Mark Mancuso, Lexington County; Steve Sullivan, Richland County; Aubrey Carroll, Florence County; Amanda Holling, Charleston County; Jennie Beck, Aiken County. The State Library is grateful for the steadfast efforts of this committee, which was hardworking, creative, knowledgeable, and a genuine delight to work with.

Individual elements of the Standards were thoroughly discussed in the context of contemporary issues and realities. Standards for public libraries in other States were studied and considered, and in some cases adopted as appropriate for South Carolina.

### ***Organization and Content of the Standards***

There are no agreed-upon definitions of individual standards and no universal set of standards in American public libraries. Each state, and often each library community, is free to adopt its own evaluative criteria; however, statewide and nationwide standards provide benchmarks that can be helpful in striving to achieve the best possible library services in communities large and small. The elements included in *Core Standards for South Carolina Public Libraries* represent the most widely-adopted elements nationwide, selected for use in South Carolina after years of application and thoughtful professional discussion.

Some of the standards included in this document are “tiered” – that is, they present two levels of service: Essential service and “targeted” service. Providing a norm of basic criteria as well as a higher level to strive for recognizes that, as library size and resources vary, so guidelines should reflect this reality and offer flexibility. It is understood – but perhaps should be repeated often - that communities should strive for the highest standards possible for their libraries.

- “Essential” service is the basic library service that is needed and expected by public library users. Any library, regardless of size, should meet this level of service.
- “Target” services build upon essentials, moving the library forward in the quantity and quality of resources available for library users, and representing a goal toward which South Carolina libraries should strive.

Other guidance for public libraries is found in South Carolina legislation governing libraries and the provisions for State Aid, referenced throughout the Standards document.

South Carolina library standards are divided into five groupings:

- **Governance and Funding:** Standards that reflect organizational principles, management and accountability of library systems.
- **Staff:** Standards for education, training, skills, and numbers of library employees in relation to populations served.

- **Materials and collections:** Standards for the library's collection development policies.
- **Services:** Standards addressing the availability of library services to the community.
- **Facilities:** Standards for the size, safety, accessibility, and technology readiness of library buildings.

For questions about the Standards, contact Library Development Services,  
South Carolina State Library: [lds@statelibrary.sc.gov](mailto:lds@statelibrary.sc.gov).

***--Library Development Services, SCSL, June 2012***

## LIBRARY GOVERNANCE AND FUNDING

The standards in this section address the administrative measures South Carolina public libraries must take in order to ensure legal recognition and appropriate funding.

### **General Statement on Library Leadership:**

To achieve excellence, a public library must have a director who plans, coordinates and communicates at the highest professional level. The director must have the complete confidence of the Library's Board of Trustees in administrative and personnel matters.

Excellent public libraries need excellent Trustees. Board members must have a high degree of commitment measured by willingness to donate time and effort to work on library issues. They should be able to develop good communication and a degree of influence with community leaders.

Functions and responsibilities of the Library Director and the Library Board are outlined in some detail in South Carolina legislation pertaining to the establishment of public libraries in the state: South Carolina Statutes (Code of Laws), TITLE 4. Counties, CHAPTER 9. County Government, SECTION 4-9-35. County public library systems; boards of trustees.

<b>ESSENTIAL</b>	<b>TARGET</b>
The Library Board is fully populated with Trustees serving within term limits.	Library budget includes funding for ongoing Library Board development. Trustees participate in professional statewide Library activities.
The Library has an active Friends of the Library support group.	The Library has a staff liaison on the Friend's Board.
The Library has written policies for (at a minimum) services, collection, personnel, patron behavior, patron/staff interactions, and operations. Policies are reviewed every five years.	Policies are reviewed every two years with staff input.

<p><b>Library administrative staff is fully engaged in all facets of Library operations; understands and can provide and explain current budget status; provides reports and data periodically as required.</b></p>	<p><b>Library administrative staff encourages and provides leadership in seeking partnerships for the Library.</b></p>
<p><b>Library Board and Director actively pursue continuous strategic planning activity to ensure currency of the Library's mission and goals. A planning document is written for the Library. A new strategic plan is written every five years. Staff is included in the planning activity.</b></p>	<p><b>The local community is included in the Library's planning activity.</b></p>
<p><b>Library Board and Director have developed a financial plan, included within the overall Library planning document, based upon recent community analysis, economic and political factors.</b></p>	<p><b>Library has concrete plans for developing funds for long range large-dollar targets, such as additional or renovated facilities, bookmobile, etc.</b></p>
<p><b>County meets minimum statutory level of financial support for the Library (the annual Maintenance of Effort, i.e., local tax dollars committed to Library operations.)</b></p>	<p><b>The County consistently exceeds the required level for the annual Maintenance of Effort, and participates actively in seeking to increase funding for the Library through a number of channels in addition to tax dollars.</b></p>
<p><b>A full audit of the Library's finances is conducted annually.</b></p>	

## LIBRARY STAFF

South Carolina public libraries must provide a regular, paid, qualified staff including a properly certified library director who is responsible to a Library Board of Trustees. In general, library staff should be competent, friendly to the public, and service oriented. Staff should be aware of all library policies, and should be well trained in the practices and procedures required by their individual positions.

<b>ESSENTIAL</b>	<b>TARGET</b>
.5 FTE library staff per 1000 population	.75 FTE library staff 1000 population
Library employs MLIS staff* (in addition to the Director) whose first responsibility is non-administrative, at .167 FTE per 1000 population.	
At least one MLIS staff is employed at each headquarters facility and at each branch.	
Each library facility will have the services of a dedicated on-site MLIS Children's Services Librarian for at least a portion of the hours the facility is open to the public.**	Each facility will have a dedicated MLIS Children's Services Librarian for all hours the facility is open.
Each library facility will have access to the services of a MLIS Teen Services Librarian (services not necessarily conducted on site.)**	
Has written personnel policies consistent with local, state and federal regulations.	

Has written job descriptions incorporating required levels of education and experience. Position descriptions for professional staff should incorporate the principles of ALA's Core Competencies for Library Staff.***	
Supports continuing education and staff development, beginning with an appropriate orientation and including customer service training, for all staff to ensure maintenance of core competencies and stay current with best practices.	CE program takes into consideration staff retention, succession planning, new developments in the field.
Supports staff development by allocating 1% of its annual gross personnel budget to CE.	2% of annual gross personnel budget
Conducts a formal performance evaluation of each staff member annually.	Annual evaluation is tied to professional growth, compensation, and improved library services.
Pays staff at a competitive rate.****	Salaries are geared to retention of high quality staff.
Strives to staff the library, either through hiring practices or staff training, to best serve the demographic makeup of the community.	
Library retains an institutional membership in standard professional organizations. Staff is encouraged to join professional organizations.	Library pays for staff memberships in professional organizations.

\* "MLIS staff" means library staff who have attained a Masters Degree in Library and Information Studies from an ALA-accredited library school. State Law mandates a certain level of MLIS staff for \* *Statutory Authority: 1976 Code § 60-1-80; SC Regulations, 75-1. Use of State Aid Funds. [SC ADC 75-1]:* "D. Any library receiving State Aid shall be legally established and administered by a legally appointed Board and shall ... (5) employ in professional and pre-professional positions librarians meeting the certification requirements of the South Carolina State Library and meeting the staffing standards consistent with the South Carolina Public Library Standards published by the South Carolina State Library."

\*\*See also *Youth Services Guidelines for South Carolina Public Libraries, 2002* for additional guidance on staffing for children's and teen services.

\*\*\* *ALA's Core Competences of Librarianship*, approved and adopted as policy by the ALA Council, 2009. This document defines the basic knowledge to be possessed by all persons graduating from an ALA-accredited master's program in library and information studies.

\*\*\*\*Refer to the *Survey of South Carolina Public Librarian Salaries, 2005*, available from the South Carolina State Library in print format or found online at <http://www.statelibrary.sc.gov/docs/statistics/SalarySurvey2005.pdf>



## LIBRARY MATERIALS AND COLLECTIONS

South Carolina public libraries must provide a wide range of materials in a variety of formats and in sufficient quantities to meet the needs of all residents. These standards address the number and type of materials libraries should provide, and the technology equipment needed to access it.

<b>ESSENTIAL</b>	<b>TARGET</b>
15 to 20% of the library budget is allocated to purchase of materials, including electronic resources, as established by South Carolina law.	
The library offers a minimum number of cataloged print library materials per capita as identified in these Standards. <sup>1</sup>	
The library has a written, Board-approved collection development policy based on community needs. The policy includes criteria for materials selection and deselection, a process for reconsideration of materials, the library's collection specialties and purchase priorities, and guidelines for ongoing evaluation and maintenance. <sup>2</sup>	
The library's collection reflects the diversity of the population served (in terms of age, ethnicity, gender, religious preference, reading interests, and other aspects of the population.)	
Library provides access to print materials in a variety of formats.	Library provides materials for special populations and/or provides specialized local collections

The library integrates new technology / electronic formats into its offerings (such as downloadable audio and e-books, web-based materials, and other formats as they are developed.)	
Public computers are allocated <sup>3</sup> and placed throughout the library system so as to meet local demand <sup>4</sup> during all hours the library is open to the public. Suggested placement: One public computer per 1000 population.	Public computers are available at three per 1000 population.
Library makes a photocopier available for the use of the public.	Library makes equipment such as fax machines, scanners, and assistive reading devices available.
The library provides interlibrary loan services to cardholders and to other libraries.	Library provides access to or membership in a consortial lending collection.

### <sup>1</sup>Library Collections – Print Items

Quality Level	Number of Print Items Per Capita <sup>5</sup>		
	Population up to 39,999	Population 40,000 to 99,999	Population 100,000 and above
Essential	2	2	2
Target	5	4	4

<sup>2</sup> Weeding methods, such as CREW, are defined in the appendix.

<sup>3</sup> Public computers are allocated with reference to factors such as available space, availability of broadband, appropriate furnishings, ability of the library to conduct regular maintenance, etc.

<sup>4</sup> "Demand" is defined as requests from the public and includes other factors such as education level of the community and computer ownership by residents.

<sup>5</sup> Includes only cataloged print materials as defined in the annual nationwide *Public Libraries Survey* conducted by the Institute of Museum and Library Services and the U.S. Census Bureau. The figure is calculated using the count

submitted by the library in the survey as "Total, Books/Serials/Volumes – Physical Print Format." Not included: Uncataloged paperbacks, periodical subscriptions, individual periodical issues, electronic materials (either physical such as DVDs or CDs, or downloadable such as eBooks.)

## LIBRARY SERVICES AND COMMUNITY

The standard for open hours of service is one of the most important measures for South Carolina public libraries. *At least one library facility\* is open in each county and provides on-site access consistent with these standards (including at least 20 open hours during evenings\* and weekends.)*

Libraries should use the following table as a guide for determining the appropriate number of service hours for their facilities. The population referenced is that of the library system's service area, i.e. the county.

	Population under 25,000	Population 25,000-49,999	Population 50,000-99,999	Population 100,000 & Above
<b>BASIC</b>	40 hours per week	48 hours per week	58 hours per week	68 hours per week
<b>TARGET</b>	48 hours per week	54 hours per week	62 hours per week	70 hours per week

*\*Statutory Authority: 1976 Code § 60-1-80; SC Regulations, 75-1. Use of State Aid Funds. [SC ADC 75-1]: "D. Any library receiving State Aid shall be legally established and administered by a legally appointed Board and shall ... (8) Provide at least one library in the system that is open and provides on-site access consistent with South Carolina Public Library Standards published by the South Carolina State Library."*

Additionally, South Carolina public libraries strive to be active, contributing community members. Through outreach and active engagement in local events and activities, library staff can more accurately understand the makeup and characteristics of its service population, attract residents to the library, and target library services appropriately. The following standards address the efforts the library makes to participate fully in the community.

\*Evening hours after 5:00 p.m.

<b>ESSENTIAL</b>	<b>TARGET</b>
The percent of the service area population that is registered for a library card is 30%.	50% to 75% of the population is registered for a library card.

<p>The library has an active Friends of the Library support group.</p>	<p>The library has an active Friends group and has appointed a library staff member to be a liaison to the Friends.</p>
<p>The library acknowledges and respects cultural diversity in the community it serves, as reflected in collections and programming.</p>	
<p>The library plans for and engages in strong community relations efforts. The library informs its community about services, resources and programs through media releases, posted notices, printed publications, and other appropriate measures. A minimum of 1% of the library operating budget is spent on this effort.</p>	<p>Public relations efforts are conducted through a library website and other online networking channels such as social media. Radio and television are also utilized for promoting library services.</p>

## LIBRARY FACILITIES

Access refers to making the library's services and resources as widely available as possible. The library's location, the number of hours it is open, bibliographic access to the library's collections, and use of appropriate technologies to facilitate use of local and remote resources are all important access elements. The principle of equal access should be integral to the library's long-range plan.

<b>ESSENTIAL</b>	<b>TARGET</b>
<p><b>Public areas:</b></p> <p>Gross square footage per capita for the service population*: at least 1.25 SF per capita.</p> <p>Square footage per seated adult<sup>1</sup>: 40</p> <p>Square footage per seated child: 20</p> <p>Square footage for programming for children<sup>2</sup>, per program attendee: 40</p> <p>*Service population<sup>3</sup>: Population (determined by the current census) of the governmental jurisdiction within 25 minutes travel time) of the facility, based on the general standard of an average 20 minutes travel time in an urban area and 30 minutes in a rural area.</p>	<p>[No target measures identified.]</p>
<p><b>Staff areas:</b></p> <p>Square footage per staff work area: At least 70</p> <p>Square footage per office: At least 100</p>	

<p>Facilities and parking areas comply with fire, safety, building, other federal, state and local codes, and ADA regulations<sup>4</sup>.</p>	<p>Special consideration is given to particular service populations.</p>
<p>Facilities are equipped with telecommunications equipment and lines/cables, bandwidth, and wi-fi access. See "South Carolina Public Library Technology Standards" for details.</p>	<p>Additional technologies to enhance public service and security: Public address system; emergency call system; electronic security system; walkie-talkies.</p>
<p>Signage (external) – Signage ensures the library is clearly identifiable from the street. There is directional signage to the library on nearby streets. Hours of service are clearly displayed.</p>	<p>Signage, such as marquee style, announces library events, etc.</p>
<p>Signage (interior) - Provides professionally produced signage to assist patrons with navigating the facility and collections. (Address with references: Service areas, collections, other issues)</p>	<p>Programs and events are announced with digital signage.</p>
<p>Furnishings and equipment for public and staff meeting needs of patrons of different ages, and following ergonomic recommendations and ADA regulations.<sup>4</sup></p>	<p>Assistive technology and equipment is provided for use by people with disabilities. All furnishings for public use are durable, easy to maintain and sanitize.</p>

<p><b>Lighting:</b> Interior of facilities are well lit for reading and general use of all spaces (50 to 70 foot-candles at table top height in public service areas.) Lighting in stack areas should be 6 foot-candles measured on the stack face at a height of 12", and 35 ft-c maximum at any height to achieve no more than a 6-to-1 maximum-to-minimum ratio across the entire stack face. Exterior lighting for safety of library users and staff.</p>	<p>For both exterior and interior spaces, automated control of lighting of spaces for energy efficiency.</p>
<p>Provides at least one exterior book drop that meets all fire and safety codes, is sized to handle the library's circulation, and is placed in a safe, well-lit area.</p>	<p>Provides a drive-up, covered book drop.</p>
<p>To reflect the library's role in the community, a public meeting room is provided for library programming and for use by community groups.</p>	<p>Meeting room is equipped for technology-based presentations using audiovisual equipment with computer interface. Different-sized meeting rooms are provided to accommodate a variety of activities such as small meetings, study groups, etc. Larger meeting rooms will have kitchen facilities and adjacent restrooms.</p>
<p><b>Public restroom(s)</b> configured to meet federal, state and local requirements. Restrooms include convenience furnishings for diaper changing.</p>	<p>Restroom in children's area; Family use restroom.</p>



<p>The facility that houses shipping and receiving functions has a separate delivery entrance or loading dock appropriate to the size of materials and the activities of the facility; it is conveniently and safely located for staff.</p>	<p>Allows for growth of the facility, the activities, and/or the size of the system.</p>
<p>At least once every six years, and more frequently if needed, the Library Board directs the preparation of an assessment of the library's long-term space needs.</p>	
<p>Space configuration, finish materials and other factors have been considered to control noise levels.</p>	<p>An acoustical engineer has studied the space and assisted in addressing noise levels.</p>
<p>Single point of entry for the public that is ADA accessible and accommodates strollers.</p>	<p>Covered drop-off area for patrons.</p>
<p>Bookmobile and other library vehicles are kept in a safe and secure area. Related service areas are convenient for staff access.</p>	<p>Bookmobile is kept in a closed, roofed area.</p>
<p>Training room with computers.</p>	<p>Production lab (for video, audio, online content)</p>
<p>New facilities plan for LEED certification.</p>	<p>Facilities have attained LEED certification.</p>

<sup>1</sup>Square footage is stated as a measure for an adult, teenager, or child seated for working, studying, listening, or leisure reading; includes ample personal space and space for a chair and a desk or table for holding materials. The standard is an average for the library overall, may be reduced in some areas and enlarged in others, and provides for personal items and equipment such as books, backpacks, canes, walkers, and wheelchairs. Typically, a work/study space is 20 to 30 square feet (a 4' by 5' space for a child, a 5' by 6' space for

an adult,) and a lounge seating space is somewhat larger (about 6' by 7' for an adult).

<sup>2</sup>Children's space planning for programming assumes the presence of an adult companion. Children's programs can be conducted as chair seating or floor seating. The standards prescribe an average space to comfortably accommodate all types of programs, including programs that involve movement, activity, and craft materials; and the various personal equipment that often accompanies small children (strollers, carriers, bags.)

<sup>3</sup>"Service population": There is no one way to calculate the service population for a library. In South Carolina, it is generally agreed that a county library system's service population consists of all the residents of the county. Where there is significant use of the library by non-residents (such as in an area of heavy tourism), non-residents should be taken into account in planning particular service elements. The number of people who check out books at a branch library may be considered as an indicator of the branch's service population in combination with the 25-minute travel time guideline noted above.

<sup>4</sup>For information about ADA regulations for public libraries, visit the web page of ALA's Association of Specialized and Cooperative Library Agencies (ASCLA): <http://www.ala.org/ala/mgrps/divs/ascla/asclaissues/libraryservices.cfm>

### **Recommendations for Planning and Positioning Library Facilities**

- Current population and anticipated growth/decline
- Number and placement of existing facilities in the county
- Number and placement of library facilities in adjacent counties, along with the fee structure
- Geography and roads (natural barriers to travel)
- Driving time – 30 minutes or less to the site from home or business
- Where the library's current card holders live
- Where the library's current card holders are checking out their books (i.e. at the library outlet nearest their home? Nearest their school or workplace?)
- Gate count fluctuations over time at existing library outlets and the reasons for them
- Major employment centers, for calculating later growth
- Where people live in relation to where they work – these types of studies should be available from the county economic development office
- Other counties' libraries – proximity to branches and the county line

- Online/remote offerings compared to the needs of the particular community – many people living in an area, but perhaps they use the library's online services and will never visit the library. This kind of data results from a thorough analysis of the community (survey, focus groups, etc.)
- Availability of public transportation

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2012-38**

AUTHORIZING THE SALE, BY OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY"), OF CERTAIN REAL PROPERTY AND IMPROVEMENTS THEREON (THE "PROPERTY"), AND THE GRANT BY THE COUNTY OF CERTAIN EASEMENTS AFFECTING REAL PROPERTY, OWNED BY THE COUNTY AND LOCATED IN THE CITY OF WALHALLA, SOUTH CAROLINA (THE "CITY"), TO OCONEE COURTHOUSE VENTURES, LLC (THE "COMPANY"), ALL PURSUANT TO AN AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND ONE OR MORE EASEMENT AGREEMENTS TO BE ENTERED INTO BY AND BETWEEN THE COUNTY AND THE COMPANY; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INCENTIVE AGREEMENTS BY AND BETWEEN THE COUNTY AND THE COMPANY FOR THE PURPOSES OF MAKING AVAILABLE TO THE COMPANY CERTAIN PROJECT INFRASTRUCTURE GRANT FUNDS, INCLUDING THE PROPERTY AND THE PROJECT IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK (THE "PARK"), AND MAKING AVAILABLE TO THE COMPANY CERTAIN SPECIAL SOURCE REVENUE CREDITS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT FOR THE ESTABLISHMENT OF THE PARK WITH ONE OR MORE ADJOINING COUNTIES FOR THE PURPOSE OF INCLUDING THE PROPERTY AND THE PROJECT WITHIN THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY AND THE CITY RELATING TO THE INCLUSION OF THE PROPERTY AND THE PROJECT IN THE PARK AND THE DISTRIBUTION OF PARK REVENUES; AUTHORIZING, RATIFYING AND AFFIRMING ALL PRIOR ACTS OF OCONEE COUNTY AND ITS OFFICERS AND ELECTED OFFICIALS WITH REGARD TO THE FOREGOING; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, INSTRUMENTS OR CERTIFICATES NECESSARY OR DESIRABLE TO ACCOMPLISH THE FOREGOING; AND OTHER MATTERS RELATED THERETO.

Enacted: February 5, 2013

Section 1. Findings and Determinations. The County Council of Oconee County, South Carolina (the "County Council") hereby finds and determines as follows:

(a) Oconee County, South Carolina (the "County") is a political subdivision of the State of South Carolina and as such has all powers granted to counties by the Constitution and the general law of this State.

(b) The County, acting by and through the County Council, is authorized and empowered to make and execute contracts of the type hereinafter described and to acquire, sell or dispose of real property pursuant to S.C. Code Ann. § 4-9-30.

(c) The County is authorized by Article VIII, Section 13 of the Constitution and Section 4-1-170 of the Act (collectively, the "Park Act"), to enter into agreements with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks ("Parks").

(d) The County acting by and through its County Council is authorized and empowered under and pursuant to the provisions of Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Credit Act") to grant credits against payments of fees-in-lieu of taxes ("FILOT") received and retained under the Park Act to offset qualifying infrastructure related expenditures pursuant to the Credit Act ("Special Source Revenue Credits").

(e) There is located at the intersection of Main Street and South Church Street in the County and in the City of Walhalla, South Carolina (the "City"), certain property with improvements thereon, fee simple title to which is currently held by the County (the "Property"), said Property having formerly served as the County Courthouse and having County TMS#: 500-15-13-001.

(f) The Property is one of historic value and significance to the County, and of such prominence as to have a significant impact on the surrounding community. The structure located on the Property is falling into a state of disrepair and is in need of rehabilitation to protect against future damage from the elements, and Oconee Courthouse Ventures, LLC, a South Carolina limited liability company (the "Company") is willing to proceed with such rehabilitation of the Property pending the negotiation and execution of the Agreements, subject to certain conditions.

(g) The County has previously sought proposals for rehabilitation and redevelopment work on the Property from any interested developers or parties through a request for proposals submitted in accordance with County ordinances, code and regulations, and received no responsive, responsible proposals to such request. The Company is considering acquiring the Property and developing thereon, through rehabilitation of existing structures and new construction, hotel, office, restaurant and retail space (the "Project"), which will result in the investment of not less than \$5,000,000.

(h) Based on currently available information: (i) the ultimate goal of the Project is to encourage capital investment, diversification of the tax base through creation of new taxable property, and the creation of jobs in the County; (ii) the citizens of the County will be the primary beneficiaries of the expected capital investment and job creation generated by the Project; (iii) the benefits represented by the Project are not speculative; and (iv) the public interest is likely to be served to a substantial degree through the expected capital investment, creation of jobs, the expansion and diversification of the tax base by third party commercial investors.

(i) As an inducement for the Project, the County has determined to provide certain incentives (the "Incentives"), including but not limited to, the following:

(i) the conveyance of the Property to the Company by limited warranty deed in accordance with the terms of an Agreement for the Purchase and Sale of Real Property (the "Purchase Agreement") in substantially the form attached hereto as Exhibit A, and the grant of certain easement rights over and across real property owned by the County adjoining or in close proximity to the Property for ingress, egress and parking, as may be necessary or beneficial to the Project, as is contemplated by the terms of the Purchase Agreement;

(ii) pending the receipt of the consent of the City required under the Park Act, the establishment of a Park and addition of the Property and the Project to such Park pursuant to an Agreement for Development of Joint County Industrial and Business Park (the "Park Agreement") in substantially the form attached hereto as Exhibit B to be entered into by and between the County and one or more adjoining counties;

(iii) pending the establishment of the Park as described in (ii) above, the provision of an annual Special Source Revenue Credit (the "Credit") to the Company against FILOT paid or to be paid by the Company with respect to personal property comprising part of the Project in the Park in each of the first five years that FILOT are paid for the Project in the Park, the amount of which Credit in each of such five years shall be the amount necessary to reduce the FILOT for personal property owned by the Company comprising part of the Project in the Park to not more than \$2,000, all in accordance with the terms of a Special Source Credit Agreement (the "Credit Agreement") to be entered into by and between the County and the Company in substantially the form attached as Exhibit C hereto;

(iv) a grant of funds in the amount of \$500,000 from the County to the Company for the benefit of the Project, the terms and conditions of which are set forth in a grant agreement attached hereto as Exhibit D ("Project Grant Agreement"), provided that the Company's performance of its obligations under the Grant Agreement shall be secured by a second priority mortgage of the Property to be made and given by the Company to and for the benefit of the County; and

(v) the provision of additional incentives to be further set forth in the Purchase Agreement, Credit Agreement and Project Grant Agreement, or other ancillary agreements that the parties deem appropriate (collectively, "Incentive Documents").

Section 2. Authorization to Execute and Deliver Incentive Documents. The Chairman of the County Council and the County Administrator together, or either of them acting alone, shall be and hereby are authorized and directed to execute the Incentive Documents in the forms attached hereto, or with such changes that are not materially adverse to the County as the Chairman of County Council and/or the County Administrator, as applicable, may approve. Notwithstanding the foregoing, the Park Agreement shall not be executed or become effective until all requisite consent and action of the City has been obtained and taken in accordance with the provisions of the Park Act.

**Section 3. Creation of Park; Inclusion of Property and Project; Intergovernmental Agreement.** Upon the grant of all requisite consent and completion of all other actions required of the City under the Park Act, the establishment of the Park and inclusion of the Property, or a portion thereof, and the Project therein is hereby authorized and approved. To the extent required by the City, or to the extent determined necessary or desirable by the Chairman of County Council or the County Administrator, the Chairman of County Council and the County Administrator shall be and hereby are authorized and directed to execute and deliver an intergovernmental agreement (“Intergovernmental Agreement”) to be entered into by and between the County, any other county which is a party to the Park Agreement, and the City regarding the inclusion of the Property and the Project in the Park and the distribution of FILOT generated by property in the Park. Such Intergovernmental Agreement shall be in such form and contain such terms and provisions as may be deemed necessary or desirable by the Chairman of County Council and the County Administrator, with advice of the County Attorney.

Fees-in-lieu of *ad valorem* taxes received and retained by the County with respect to property located in the Park (“Oconee Park Revenues”), which shall be all fees-in-lieu of *ad valorem* taxes received by the County which are *not* distributed to the partner county pursuant to the Park Agreement, shall be distributed to the political subdivisions and overlapping tax districts which levy taxes in the Park property and to no others in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total for the applicable tax year, except as otherwise directed by: (i) General Bond Ordinance No. 2010-05 enacted by the County on May 4, 2010; (ii) the Credit Agreement, as authorized and approved by this Ordinance; (iii) the Intergovernmental Agreement, if any, as authorized and approved by this Ordinance; and (iv) such other ordinances as may relate to the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such Oconee Park Revenues.

**Section 4. Easement Agreements.** As contemplated by the Purchase Agreement, the Chairman of County Council and the County Administrator shall be and hereby are authorized to execute and deliver one or more easement agreements to be entered into by and between the County and the Company, for purposes of establishing ingress and egress rights, and parking rights, as between the County and the Company with respect to the Property and any adjoining or nearby parcel of real property owned by the County which may be impacted by, or the use of which may be beneficial to, the Project. Any such easement agreement(s) shall be in such form and contain such terms and provisions as may be deemed necessary or desirable by the Chairman of County Council and the County Administrator, with advice of the County Attorney.

**Section 5. Prior and Future Acts.** The County Council hereby ratifies all prior actions of the County Administrator and County Attorney with respect to the Project, consistent herewith, and authorizes the Chairman of the County Council, the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and the Incentive Agreements and acts authorized hereby, and induce the Company to undertake the Project.

Section 6. General Repeal; Amendment of Budget and Budget Ordinance. All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. The budget of the County, and Ordinance No. 2012-01 of the County approving such budget, are hereby amended to provide for appropriation of funds to be provided to the Company under the Grant Agreement.

Section 7. Severability. Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

*[execution page follows]*



Done and enacted by the County Council of Oconee County, South Carolina, and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2013.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chairman, County Council  
Oconee County, South Carolina

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk to County Council,  
Oconee County, South Carolina

Date of First Reading:       December 4, 2012  
Date of Second Reading:     January 8, 2013  
Date of Third Reading:       February 5, 2013  
Date of Public Hearing:       January 22, 2013

Exhibit A

Form of Purchase Agreement

[see attached]

Exhibit B

Form of Park Agreement

[see attached]

Exhibit C

Form of Credit Agreement

[see attached]

**Exhibit D**

**Form of Project Grant Agreement**

**[see attached]**

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2012-38**

ATTACHMENTS FOR ORDINANCE 2012-38 WILL BE DISTRIBUTED & POSTED TO THE COUNCIL WEBSITE PRIOR TO THE MEETING ONCE FINANLIZED BETWEEN THE DEVELOPER AND COUNTY STAFF.

**AGREEMENT FOR THE PURCHASE  
AND SALE OF REAL PROPERTY**

**THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY**, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2013 (“Effective Date”), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body corporate and politic existing under the laws of the State of South Carolina (“Seller”), and **OCONEE COURTHOUSE VENTURES, LLC**, a South Carolina limited liability company (“Purchaser”).

**RECITALS**

A. Seller is the owner and holder of fee simple title in and to that certain piece, parcel or lot of land (“Land”) located in the City of Walhalla, Oconee County, South Carolina, consisting of approximately 0.847 acres and being more fully shown and described as “+/- 0.847 Acres” on that certain survey of Stephen R. Edwards & Associates, Inc. entitled, “Survey for Oconee County,” dated December 4, 2012 and last revised \_\_\_\_\_, 20\_\_ a copy of which is attached as Exhibit A hereto and by reference made a part hereof; and

B. Purchaser desires to purchase the Property (as described below) for the purpose of constructing and operating a mixed use commercial Facility (as defined below), substantially in accordance with Section 12 below, thereon.

C. Seller desires to sell and convey the Property to Purchaser subject to the terms and conditions of this Agreement.

**AGREEMENT**

**1. SALE OF PROPERTY.**

1.1. Property. For and in consideration of **TEN AND 00/100 DOLLARS (\$10.00)** (“Purchase Price”), receipt of which is hereby acknowledged, and the mutual covenants and agreements contained herein, Seller agrees to sell and convey all of Seller’s right, title and interest in and to the property described below (“Property”) to Purchaser, and Purchaser agrees to purchase the same from Seller, pursuant to the terms and conditions set forth herein.

1.2. Description of Property. Except as otherwise explicitly stated herein, the Property shall consist of:

- (a) The Land;
- (b) All rights, privileges and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds, and reversions (“Appurtenant Rights”);
- (c) All improvements, including buildings, on or within the Land (“Improvements”); and

(d) All personal property remaining on the Property or within the Improvements as of the Closing. Seller shall be responsible for removing any personal property it does not wish to convey to Purchaser hereunder prior to Closing.

**2. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

2.1. Title to Property. Seller is the sole owner of good, marketable and insurable fee simple title to the Property.

2.2. Authority of Seller. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof, and this Agreement, is a valid and binding obligation of Seller as of the date first set forth above. As of the Closing, all necessary action shall have been taken by Seller authorizing the execution and delivery of all documents and instruments to be executed and delivered by Seller at Closing. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms.

2.3. Taxes. The Property is not subject to special taxes or assessments for roadway, sewer, or water improvements or other public improvements and the Property is free and clear of any tax liens except for ad valorem tax liens that are not yet due and payable.

2.4. Options and Contracts. No options or other contracts have been granted or entered into which are still outstanding and which give any other party a right to purchase any interest in the Property or any part thereof.

2.5. Condemnation Proceedings. There are no condemnation or eminent domain proceedings pending against the Property or any part thereof and the Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof.

2.6. Mechanic's Liens. No payments for work, materials, or improvements furnished to the Property will be due or owing at Closing and no mechanics lien, materialmans lien, or other similar lien shall be of record against the Property as of Closing.

2.7. Pending Litigation. There is no claim, litigation, or other proceeding, the probable outcome of which will have a material adverse effect on the value of the Property or its intended use, pending or threatened before any court, commission, or other body or authority, and, further, Seller has not received written notification of any asserted failure of Seller or the Property to comply with applicable laws (whether statutory or not) or any rule, regulation, order, ordinance, judgment or decree of any federal, municipal or other governmental authority.

2.8. No Defaults. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:



(a) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or any predecessor of Seller is a party;

(b) Violate any restriction to which Seller is subject;

(c) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order;

(d) Result in the acceleration of any mortgage or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property; or

(e) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement, other than the Second Mortgage (as defined below).

2.9. Events Prior to Closing. Seller will not cause or permit any action to be taken which would cause any of Seller's representations or warranties to be untrue as of the Closing. Seller agrees immediately to notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a material change in the facts related to, or the truth of, any of Seller's representations.

2.10. Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by Purchaser or Purchaser's title insurance company to vest in and assure to Purchaser marketable and insurable title in or to the Property. Notwithstanding the foregoing, Seller shall not be required to execute any document, including any title insurance affidavit, containing any provision purporting to bind Seller to indemnify, or otherwise pay the costs, expenses or damages of, any other person or entity for any reason, except to the extent appropriation has been made therefor by the County Council of Seller in the fiscal year of Seller in which such costs, expenses or damages are to be paid.

2.11. Maintenance of Property. Between the date of this Agreement and Closing, Seller will continue to maintain the Property as it currently is maintained and exists; and Seller shall not make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of the Property without Purchaser's prior written approval.

2.12. AS IS SALE. OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES HEREIN, SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR PROMISES REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR PROMISES AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, ZONING, UTILITIES, PRESENCE OF HAZARDOUS MATERIALS, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR ITS SALE TO PURCHASER. PURCHASER AGREES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR PROMISES HAVE BEEN MADE AND AGREES TO TAKE THE PROPERTY "AS IS." PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS ARE DESIRED BY PURCHASER, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND

ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PROVISION SHALL SURVIVE CLOSING.

### 3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

3.1. Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the date hereof and expiring one hundred twenty (120) days thereafter to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

(a) To conduct, at Purchaser's cost, any and all inspections, engineering and feasibility studies, including, but not limited to environmental inspections and studies, which Purchaser deems necessary, in an effort to determine whether or not to proceed with the Closing of this transaction. Without limitation of the generality of the foregoing, it is agreed that Purchaser's inspection of the Property may include soil borings, surface water and groundwater testing and analysis, boundary, structural, topographical, and other surveys and any other studies and/or tests desirable for Purchaser to determine that the Property is suitable for its intended purpose. In this regard, Seller hereby agrees that Purchaser, and/or Purchaser's agents or employees, may have unlimited access to the Property during such Review Period to conduct such studies and inspections. Upon completion of such inspections, Purchaser shall restore the Property to substantially the same condition on the date hereof after all such tests and inspections are completed, and shall indemnify Seller for any damage to the Property or other damages, costs or liabilities incurred by Seller as a result of Purchaser's inspection of the Property.

(b) To obtain a commitment for owner's title insurance (issued by a title insurance company acceptable to Purchaser) on standard ALTA Owner's Policy Form (2006) (together with copies of all instruments and plats evidencing exceptions stated therein), by which commitment the title insurance company agrees to insure the fee simple title to the Property in Purchaser in an amount equal to the purchase price of the Property subject only to exceptions acceptable to Purchaser and Purchaser's lender, if applicable.

(c) To obtain a survey of the Property, such survey disclosing rights-of-way, easements, encroachments or other encumbrances upon the Property acceptable to Purchaser. For avoidance of doubt, Purchaser shall not be required to have its own survey prepared, and shall not be required to pay for the costs of the survey attached as Exhibit A hereto, which has been prepared at the request of Seller.

(d) To obtain such assurances or approvals from the appropriate governmental authorities as Purchaser deems necessary in relation to Purchaser's intended use of the Property or the environmental condition of the Property. In connection therewith, within Ten (10) days from the Date of this Agreement, Seller shall deliver or make available to Purchaser true and correct copies of all contracts, leases, documents, agreements or other information which affect the use, condition (including environmental condition),

operation or ownership of the Property. For avoidance of doubt, and without limitation of the foregoing, Seller shall, within the ten (10) day period described above, provide to Purchaser all environmental and engineering studies, including structural engineering studies, soil sampling, economic impact and viability studies, within its possession or control. Seller agrees to use its best efforts to cooperate with Purchaser so that Seller shall deliver to Purchaser any item in the possession or control of Seller which Purchaser would like to receive and inspect.

3.2. Extension of Review Period. Purchaser's Review Period shall be extended for up to two (2) consecutive periods of ninety (90) days, each, upon the written request of Purchaser delivered to Seller, along with a detailed report of all due diligence performed and all additional due diligence Purchaser anticipates to be necessary, prior to the expiration of the Review Period or the first extension thereof, as applicable.

3.3. Termination of Agreement. Prior to the expiration of the Review Period, Purchaser shall have the right to terminate this Agreement in its sole discretion based on Purchaser's findings during the Review Period, in which event this Agreement shall be void, and neither party shall have any further obligation hereunder.

3.4. Status of Title. At Closing (as defined below) Seller shall deliver the Closing Documents (as such term is defined below) to Purchaser as provided by Section 7.2 below, and shall be capable of conveying, and the Closing Documents will purport to convey, good and marketable fee simple title to the Property to Purchaser subject only to encumbrances and title exceptions acceptable to Purchaser. Seller shall not create, cause or permit any encumbrance, impairment or transfer of title to the Property, other than as specifically provided herein; provided, however, that Seller shall have no obligation to cure, have the Property released from or terminate any encumbrance on, impairment of, or lien against the Property caused by Purchaser or related to Purchaser's activity on or use of the Property.

#### **4. ADDITIONAL CONDITIONS PRECEDENT.**

4.1. Access and Parking Easements. The parties hereto acknowledge that certain easements over and across property owned by Seller which abuts or is located near the Property for ingress to and egress from the Property, and for parking for the Property, may be necessary for the intended use of the Property by Purchaser, its tenants, employees, contractors and invitees; and the Parties further acknowledge that easements over and across the Property for ingress to and egress from certain property of Seller may be necessary for the continued use and benefit of such property of Seller following the conveyance of the Property to Purchaser contemplated under this Agreement. The parties hereto agree to negotiate such easement rights in good faith. It shall be a condition precedent to Purchaser's obligation hereunder to purchase the Property that satisfactory ingress to and egress from the Property, and sufficient parking for the Property, all as determined by Purchaser in its commercially reasonable discretion, shall be available to the Property upon Closing, whether through easements granted by Seller at Closing or otherwise. It shall be a condition precedent to Seller's obligation hereunder to sell the Property that satisfactory ingress to and egress from the any property owned by Seller adjoining the Property, as determined by Seller in its commercially reasonable discretion, shall be available to the Property upon Closing, whether through easements over and across the Property granted by Purchaser at Closing or otherwise. Any grant of easement or easement agreement shall be in such form and substance as may be mutually

agreeable to the parties, and shall be substantially in a form approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

4.2. Other Agreements. This Agreement is entered into in connection with: (i) that certain Grant Agreement entered into, or to be entered into, by and between Seller and Purchaser (the "Grant Agreement"); (ii) that certain Special Source Revenue Credit Agreement (the "SSRC Agreement") entered into, or to be entered into, by and between Seller and Purchaser; and (iii) a Mortgage, Security Agreement and Fixture Filing (the "Second Mortgage") to be granted by Purchaser in favor of Seller, creating a second priority lien against the Property and securing Purchaser's obligations under the Grant Agreement. It shall be a condition precedent to Purchaser's obligation to purchase the Property hereunder that the Grant Agreement and SSRC Agreement be executed and delivered by Seller to Purchaser at or prior to Closing in such form and substance as may be mutually agreeable to Seller and Purchaser. It shall be a condition precedent to Seller's obligation hereunder to convey the Property to Purchaser that the Grant Agreement, SSRC Agreement and Second Mortgage be executed and delivered by Purchaser to Seller at or prior to Closing in such form and substance as may be mutually agreeable to Seller and Purchaser.

4.3. Project Funding. It shall be a condition precedent to Seller's obligation to convey the Property to Purchaser under this Agreement that Purchaser provide to Seller evidence satisfactory to Seller in its sole discretion that adequate funding or financing is available, or will be available upon or following Closing, to allow Purchaser to complete the Project on or before the date which is two (2) years following the Closing.

5. **CLOSING.** The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than the earlier of (i) the date which is thirty (30) days following the expiration of the Review Period or (ii) the date which is three hundred (300) days following the Effective Date. The Closing shall take place at the offices of Seller's counsel set forth below, or at such other place as may be mutually agreeable to the parties hereto.

Offices of Seller's Counsel:

McNair Law Firm, P.A.  
104 S. Main Street, Suite 700  
Greenville, SC 29601

6. **PRO-RATED ITEMS AND ADJUSTMENTS.** Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy, if any, and for the cost of any survey (other than the Survey attached as Exhibit A hereto, which shall be paid for by Seller) of the Property prepared at Purchaser's request. Seller shall pay for the preparation of the deed, all deed recording fees (formerly known as documentary tax stamps), and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser and any withholding taxes required by the South Carolina Department of Revenue. Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby. All rents, if any, shall be prorated as of the date of Closing. All other costs of Closing shall be paid by Seller or Purchaser in accordance with local real estate customs. All real estate taxes for the Property, to the extent such taxes will be due and owing with respect to the Property for the property tax year in which the Closing occurs, shall be prorated in accordance with local

real estate customs and the terms of this Agreement. The adjustments and prorations required under this Agreement shall be computed as of the date of Closing and the cash portion of the purchase price paid to Seller hereunder shall be adjusted to reflect such prorations. In the event accurate prorations or other adjustments cannot be made at Closing because of the lack of necessary information, the parties shall prorate on the best available information, subject to prompt adjustment upon the receipt of the necessary information.

**7. SELLER'S DELIVERIES.** In addition to other conditions precedent set forth elsewhere in this Agreement, Seller shall deliver to Purchaser all of the following documents and items, the delivery and accuracy of which shall further condition Purchaser's obligations to consummate the purchase and sale herein contemplated:

7.1. Items Delivered Within Ten (10) Business Days. Seller shall deliver all of the following in Seller's possession or control to Purchaser within Ten (10) business days following the Date of this Agreement:

- (a) Results of any soil boring tests with respect to the Property.
- (b) All building plan drawings, surveys and topographical renderings of the Property.
- (c) All environmental studies of the Property and any environmental permits or approvals with respect to the Property.

7.2. Items Delivered to Purchaser at Closing. Seller shall deliver the following items (collectively, the "Closing Documents") at Closing to Purchaser:

- (a) An executed limited warranty deed, satisfactory in form and substance to Purchaser or Purchaser's title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement;
- (b) An executed Owner's Affidavit, lien waiver, and or other agreements (not to include provisions requiring indemnification by Seller) and affidavits satisfactory for the purpose of removing the "standard" exceptions from Purchaser's Owner's Title Insurance Policy for the Property;
- (c) The Grant Agreement and SSRC Agreement executed by Seller in such form and substance as may be mutually agreeable to Seller and Purchaser, and substantially in the respective forms approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance; and
- (d) Such executed easement agreement(s), if any, as may be mutually agreeable to Seller and Purchaser for ingress, egress and parking on, over and across property owned by Seller for the benefit of the Property. Such easement agreement(s) shall be substantially in a form approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

**8. PURCHASER'S DELIVERIES AT CLOSING.** At Closing, Purchaser shall deliver to Seller the executed Grant Agreement, SSRC Agreement, Second Mortgage and any easement agreement agreed upon pursuant to the provisions of Section 4.1 above, all in form and substance mutually agreeable to Seller and Purchaser, and substantially in the forms approved by ordinance of Seller's County Council, with such changes as may be permitted by the terms of such ordinance.

**9. CONDEMNATION OR CASUALTY LOSS.** In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with Purchaser.

**10. COMMISSIONS.**

10.1. Real Estate Commission. Seller and Purchaser represent and warrant to each other that no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the Property.

**11. DEFAULT.**

11.1. Seller's Defaults. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Purchaser at Purchaser's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Purchaser at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Seller, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

11.2. Purchaser's Defaults. In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Seller at Seller's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Seller at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Purchaser, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

**12. REHABILITATION AND DEVELOPMENT OF PROPERTY.** Purchaser acknowledges and agrees that this Agreement is being entered into with the expectation that Purchaser develop on the Property, through rehabilitation of existing structures and new construction, hotel, office, restaurant and retail space substantially in accordance with the plans, specifications, projections and/or renderings attached as Exhibit B hereto (the "Project"). Purchaser hereby covenants and agrees that it will complete such rehabilitation and construction of the Project, substantially in accordance with the plans, specifications, projections and/or renderings attached as Exhibit B hereto, on or before the date which is two (2) years following the Closing, and acknowledges that its agreement to so rehabilitate and construct the Project on

the Property by such date is a material term of this Agreement and a material inducement to Seller's agreement to convey the Property to Purchaser under this Agreement.

### 13. MISCELLANEOUS

13.1. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

13.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.

13.3. Survival. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at or in connection with the Closing), including, without limitation, the specific agreement for the Purchaser to rehabilitate and construct the Facility, shall survive the Closing; and the representations and warranties of Seller under Article 2 above shall survive for one (1) year following the Closing.

13.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

13.5. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Agreement.

13.6. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

13.7. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

13.8. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which, together, shall comprise but one (1) and the same agreement.

13.9. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

(a) If to Purchaser:

Oconee Courthouse Ventures, LLC  
Attn.: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
With a Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) If to Seller:

Oconee County, South Carolina  
Attn.: Oconee County Administrator  
415 South Pine Street  
Walhalla, South Carolina 29691

With a copy to:

McNair Law Firm, P.A.  
Attn.: Thomas L. Martin, Esq.  
132 East Benson Street, Suite 200  
Anderson, SC 29624

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

13.10. Assignment. Neither this Agreement nor any rights or obligations created or existing under this Agreement may be assigned by Purchaser without the prior written consent of Seller.

13.11. Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

[execution page follows]



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**SELLER:**

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**PURCHASER:**

OCONEE COURTHOUSE VENTURES, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Exhibit A  
*Survey of Property*

[see attached]

Exhibit B  
*Development Plans*

[see attached]

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF OCONEE ) AGREEMENT FOR DEVELOPMENT  
 ) OF JOINT COUNTY INDUSTRIAL AND  
 ) BUSINESS PARK WITHIN OCONEE  
 COUNTY OF PICKENS ) COUNTY, SOUTH CAROLINA  
 ) (Old Courthouse Redevelopment Project)

THIS AGREEMENT for the development of a joint county industrial and business park to be located in Oconee County, dated as of \_\_\_\_\_, 2013, is made and entered into by and between the County of Oconee and the County of Pickens, both political subdivisions of the State of South Carolina.

**RECITALS**

WHEREAS, Oconee County, South Carolina ("Oconee County"), and Pickens County, South Carolina ("Pickens County") (collectively the "Counties"), have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said counties, and to promote economic development in, and increase the tax base of Oconee County, there should be established in Oconee County and in the City of Walhalla (the "City") a Joint County Industrial and Business Park (the "Park"), which Park shall be in addition to all previous Joint County Industrial and Business Parks previously established between the Counties; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from ad valorem taxation, during the term of this Agreement, but the owners or lessees of such property shall pay annual fees during that term in an amount equal to that amount of ad valorem taxes for which such owner or lessee would be liable except for such exemption; and

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on the Counties, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina provides that counties may jointly develop an industrial and business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial and business park may be created.

3. **Location of the Park.**

(A) The Park consists of property located in Oconee County and in the City, as is hereinafter more specifically described in Exhibit "A". It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged from time to time to include additional parcels, and the boundaries of the Park may be diminished from time to time, all as authorized by ordinances of both of the Counties.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit "A" which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by the Oconee County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Oconee County at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution, and upon the City of Seneca, South Carolina.

(D) Notwithstanding the foregoing, for a period of twenty (20) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel of real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel, and the City of Seneca; and this sentence of this Agreement may not be modified or deleted herefrom for a period of twenty (20) years commencing with the effective date hereof, except as provided in Section 12 below.

4. **Fee in Lieu of Taxes.** Property located in the Park shall be exempt from ad valorem taxation, only during the term of this Agreement. The owners or lessees of any property situated in the Park which is not otherwise exempt from the payment of taxes in accordance with South Carolina law, shall pay in accordance with and during the term of this Agreement an amount equivalent to the ad valorem property taxes or other in-lieu-of-payments that would have been due and payable but for the location of such property within the Park. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu-of-payments, such reference shall be construed, in accordance with this Paragraph 5, to mean the *ad valorem* property taxes or other in-lieu-of-payments that would otherwise have been due to be paid to Oconee County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

5. **Allocation of Park Expenses.** The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

A.	Pickens County	0%
B.	Oconee County	100%

Provided, however, in no event shall Pickens County be responsible for sharing (i) any portion of the costs incurred by Oconee County or the development expenses committed to by Oconee County either on behalf of any tenant of the Park or in conjunction with any State agency or political subdivision prior to the effective date of this Agreement, or (ii) such costs and expenses as are incurred or committed to by Oconee County after the effective date of this Agreement unless, prior to the incurrence or commitment of the costs and expenses referred to in this clause (ii), Oconee County shall have consulted with Pickens County as to the reasonableness of the same and received Pickens County's written concurrence of the reasonableness thereof.

6. **Allocation of Park Revenues.** The Counties shall receive an allocation of all revenue generated by the Park through payment of fees in lieu of ad valorem property taxes or from any other source in the following proportions:

A.	Pickens County	1%
B.	Oconee County	99%

Any payment by Oconee County to Pickens County of its allocable share of the fees in lieu of taxes from the Park shall be made not later than five (5) days from the end of the calendar quarter in which Oconee County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of the Park is made under protest or is otherwise in dispute, Oconee County shall not be obligated to pay to Pickens County more than Oconee County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to the Counties according to the proportions established by Paragraph 6. Such revenues allocated to Oconee County shall be subject to distribution as set forth in General Bond Ordinance No. 2010-05 enacted by Oconee County Council on May 4, 2010, Ordinance No. \_\_\_ enacted by Oconee County Council on February 5, 2013, and such other ordinances relating to the Park or such distribution as may be enacted by Oconee County Council from time to time. Such revenues received by Pickens County shall be distributed by Pickens County in accordance with one or more ordinances enacted by Pickens County Council relating to the Park or such distribution as may be enacted from time to time. Zero percent (0%) of the Park revenues from payment of fees in lieu of *ad valorem* property taxes shall be paid to any other taxing entity, except as stated herein.

8. **Fees in Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Oconee County or Pickens County into any one or more negotiated fee-in-lieu-of-tax agreements pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of the two counties, respectively.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the Oconee County Participating Taxing Entities and the Pickens County Participating Taxing Entities and for the purpose of computing the index of taxpaying ability of the School District of each County pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Oconee County and Pickens County shall be identical to the percentage established for the allocation of revenue to each of the counties pursuant to Paragraphs 6 and 7 respectively.

10. **Jobs Tax Credit Valuation.** For purposes of the jobs tax credit authorized by subsections of Section 12-6-3360 of the South Carolina Code, Oconee County is the county in which the permanent business enterprise is deemed to be located. Section 12-6-3360, Code of Laws of South Carolina, 1976, has been amended so as to provide an additional annual corporate income tax credit (currently, as of the date of this Agreement, One Thousand Dollars (\$1,000.00)) beyond the current jobs tax credit amount applicable for new jobs in Oconee County for each new, qualifying full-time job created in the Park.

11. **Non-qualifying Use.** In the event that a tract or site of land located in the Park is purchased and developed by a business enterprise which does not qualify for Oconee County redevelopment incentives, or which locates employees within the Park and all of which employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the "Non-qualifying Site"), Oconee County may remove, by resolution, the Non-qualifying Site from the Park, but only if there are no infrastructure credits, bonds, or other financings or obligations which would be affected by such removal.

12. **Records.** The Counties, parties to this Agreement, covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the taxes so imposed, all as such records became available in the normal course of County procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

13. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

14. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement may not be terminated by either party for a period of twenty (20) years commencing with the effective date hereof.

WITNESS our hands and seals this \_\_ day of \_\_\_\_\_, 2013.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, Council Chairman  
Oconee County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth Hulse, Clerk to County Council,  
Oconee County, South Carolina



WITNESS our hands and seals this \_\_ day of \_\_\_\_\_, 2012.

PICKENS COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Jennifer H. Willis, Council Chairman,  
Pickens County Council  
Pickens County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Donna Owen, Clerk to Council  
Pickens County, South Carolina

EXHIBIT "A"

To the Agreement for Development of  
Joint County Industrial and Business Park in Oconee County, South Carolina  
Oconee County and Pickens County  
Dated as of \_\_\_\_\_, 2013

Location of the Park

- A. Old Courthouse Redevelopment Project  
– [property description attached]

## SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of \_\_\_\_\_ (this "Agreement"), between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and OCONEE COURTHOUSE VENTURES, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, and authorized to transact in the State of South Carolina (the "Company").

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council"), is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide a credit against or payment derived from the revenues received and retained by the County from a payment in lieu of taxes pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, for the purpose of paying the cost of designing, acquiring, constructing, improving, or expanding, among other things: (a) the infrastructure serving the issuer or the project, and (b) for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, which property is determined by the County to enhance the economic development of the County; and

WHEREAS, the Company has determined that it intends to acquire, renovate, construct and equip certain real property, buildings, improvements, apparatus, machinery, equipment, furnishings, fixtures and materials for the operation of a hotel, office, restaurant and retail facility (the "Project") within the County; and

WHEREAS, pursuant to ordinances enacted or to be enacted by the County and Pickens County (the "Partner County"), the County and the Partner County have established or will establish a joint-county industrial and business park (the "Park") by entering into an Agreement for the Development of a Joint County Industrial and Business Park (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and § 4-1-170 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, the property on which the Project is to be located is included within the boundaries of the Park; and

WHEREAS, in connection with the Park Agreement, the Company or other owners of the Project property located within the Park are obligated to make or cause to be made payments in lieu of taxes to the County (the "Park Fees") in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of the Project property within the Park; and

WHEREAS, the County has agreed to provide special source credits to the Company in order to reimburse the Company for a portion of the costs incurred by the Company to acquire and construct certain Infrastructure (as defined herein) in the manner and upon the terms provided herein; and

WHEREAS, the County Council of the County has duly authorized the execution and delivery of this Agreement by Ordinance No. \_\_\_\_\_, duly enacted by the County Council on \_\_\_\_\_, 2013 following a public hearing conducted on January 22, 2013, in compliance with the terms of the Act (as defined herein).

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained, the County and the Company agree as follows:

## ARTICLE I

### DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Act" shall mean, collectively, Title 4, Chapter 29, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Company" shall mean Oconee Courthouse Ventures, LLC, a South Carolina limited liability company, and its respective successors and assigns.

"Cost" or "Cost of the Infrastructure" means the cost of infrastructure as referred to in Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, including, but not limited to, the reasonable cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement and including, without limitation, (a) design, engineering and legal fees associated with the Infrastructure; (b) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (c) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (e) all other reasonable

costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure, including but not limited to legal expenses incurred in connection with this Agreement and the transactions related thereto.

*"County"* shall mean Oconee County, South Carolina.

*"Event of Default"* shall mean any of the occurrences described in Section 5.01 hereof.

*"Infrastructure"* shall have the meaning assigned by Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, and shall include, without limitation, (a) infrastructure serving the County or the Project, and (b) improved or unimproved real estate and personal property including machinery and equipment used in the operation of the Project, to the maximum extent permitted by the Act, as amended by Act 290 of the 2009-2010 Session of the South Carolina General Assembly.

*"Ordinance"* shall mean ordinance number \_\_\_\_\_, finally enacted by the County Council on \_\_\_\_\_, 2013 authorizing the execution and delivery of this Agreement.

*"Minimum Investment"* shall have the meaning set forth for such term in Section 2.04 hereof.

*"Park"* shall mean the Joint-County Industrial and Business Park established pursuant to the Park Agreement.

*"Park Agreement"* shall mean the Agreement for the Development of a Joint County Industrial and Business Park, dated \_\_\_\_\_, 2013, between the County and the Partner County, as such agreement may be amended or supplemented from time to time.

*"Park Fees"* shall mean, in any tax year, payments in lieu of taxes received and retained by the County, in accordance with the terms of the Park Agreement.

*"Partner County"* shall mean Pickens County, South Carolina.

*"Project"* shall mean the land, buildings, machinery, equipment, furnishings, structures, fixtures, appurtenances and other materials acquired, renovated or constructed by the Company for the purpose of operating a hotel, office, restaurant and retail facility in the County.

*"Special Source Credit"* shall mean the special source credit set forth in Section 3.02 hereof against the Company's Park Fees for the Project as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

*"Threshold Date"* shall have the meaning given such term in Section 2.04 hereof.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**SECTION 2.01. Representations by the County.** The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate, and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement, and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County. Pursuant to the Ordinance, the County Council has determined that the Infrastructure will enhance the economic development of the County.

(c) To the best of its knowledge, the County is not in violation of the provisions of the laws of the State of South Carolina, where any such violation would affect the validity or enforceability of this Agreement.

(d) To the best of its knowledge, the authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) To the best of its knowledge, the execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

**SECTION 2.02. Representations by the Company.** The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina, is authorized to do business in the State of South Carolina, and has power to enter into this Agreement, and by proper corporate action has duly authorized the execution and delivery of this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The reimbursement to the Company of a portion of the Cost of the Infrastructure by the County has been instrumental in inducing the Company to undertake the Project in the County.

**SECTION 2.03. Covenants of County.**

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further actions as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

**SECTION 2.04. Covenants of the Company.** The Company will invest not less than \$5,000,000 in the Project (the "Minimum Investment") in connection with the Project on or prior

to the date which is five (5) years after the last day of the property tax year in which any Infrastructure which comprises a portion of the Project is first placed in service (the "Threshold Date"). Investment by the Company in property which is exempt from *ad valorem* taxation and payments in lieu of taxes in the State of South Carolina shall not be included in calculating whether the Company has met the Minimum Investment. Additionally, to the extent that any of the Project property is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State of South Carolina) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State of South Carolina, rather than the original cost of such Project property, shall be included in calculating whether the Company has met the Minimum Investment.

### ARTICLE III

#### SPECIAL SOURCE CREDITS

**SECTION 3.01. Payment of Cost of the Infrastructure.** The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Cost of the Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Credit received by the Company. Prior to the first year's Infrastructure Reimbursement Payment to be paid or credited to the Company, the Company shall certify to the County the cumulative total amount of Cost of the Infrastructure as of no later than December 31 of the prior year or, if the Company has elected a fiscal year ending on a date other than December 31, then as of no later than the last day of the Company's immediately preceding fiscal year. The form of such certification is attached hereto as Exhibit A. The Company shall re-certify the cumulative amount of Cost of the Infrastructure incurred by the Company if, in any year in which an Special Source Credit is to be received by the Company, the cumulative amount of Special Source Credits received by the Company will exceed the cumulative Cost of the Infrastructure as previously certified. If requested by the County, the Company shall provide the County with receipts or other documentation substantiating the Costs of the Infrastructure, the form of such documentation to be in such form reasonably acceptable to the County.

Additionally, during the period in which Infrastructure Reimbursement Payments are to be made or credited to the Company under this Agreement, the Company shall annually certify as of December 31 (or, if the Company has elected a fiscal year ending on a date other than December 31, then as of the last day of the Company's fiscal year) the amount of investment in the Project (based on an income tax basis without regard to depreciation). If requested by the County, the Company shall provide the County with documentation substantiating the maintenance of capital investment in connection with the Project, the form of such documentation to be in such form reasonably acceptable to the County. To the extent that any of the investment in the Project referred to herein is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State of South Carolina) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State of



South Carolina, rather than the original cost of such Project property, shall be the amount certified by the Company to the County.

**SECTION 3.02. Special Source Credits.**

(a) Provided that as of any date during the term of this Agreement the cumulative dollar amount expended by the Company on Cost of the Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Credits received by the Company, and further provided the Company has met its obligations under and is in compliance with the provisions of this Agreement, and subject to the maintenance requirements below, the County shall provide five (5) consecutive annual Special Source Credits to the Company derived from the Park Fees for the Project which shall be in an amount as necessary to reduce the Company's personal property tax liability in connection with the Project for such year to \$2,000. The first Special Source Credit shall be calculated as described above based on Park Fees for the property tax bill (or fee-in-lieu of tax bill) for the year immediately following the year in which personal property which comprises part of the Project is first placed in service. For purposes of illustration only, and without limitation of the foregoing or anything else contained herein, if personal property which comprises part of the Project is first placed in service in 2013, the first Special Source Credit shall be applied against the 2014 personal property tax bill (or fee-in-lieu of tax bill) paid by the Company on behalf of the Project in the Park.

If the Company fails to make the Minimum Investment by the Threshold Date, the Company shall lose the benefit of the Special Source Credits provided for in this Agreement retroactively and prospectively, with re-payment and interest at the statutory rate for non-payment of *ad valorem* taxes due to the County on any previous Special Source Credits received by the Company pursuant to this Agreement. Any amounts due to the County by virtue of the retroactive application of this Subsection (a) shall be paid within 90 days following written notice thereof from the County to the Company.

In the event that the Company meets the Minimum Investment prior to the Threshold Date, but the Company's investment in the Project based on an income tax basis without regard to depreciation falls below the Minimum Investment prior to the final Special Source Credit to be received by the Company, then the Company shall not be entitled to receive the Special Source Credit for any such year in which the Minimum Investment is not maintained. To the extent that any of the investment in Project property is comprised of property which has previously been subject to depreciation (prior to its location or relocation in the State of South Carolina) for purposes of calculating *ad valorem* taxes and payments in lieu of taxes applicable thereto, the depreciated value of such Project property at the time of its location or relocation in the State of South Carolina, rather than the original cost of such Project property, shall be included in calculating whether the Company has maintained the Minimum Investment.

(b) THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE PARK FEES RECEIVED FOR THE PROJECT IN THE PARK AND RETAINED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE

COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE REIMBURSEMENT PAYMENTS.

(c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the annual Park Fees with respect to the Project received and retained by the County, if any. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Park Fees received and retained by the County.

SECTION 3.03. Personal Property. To the extent necessary to offset Special Source Credits, Infrastructure shall first be deemed to include real property, notwithstanding any presumptions otherwise provided by law. To the extent that Special Source Credits are utilized to reimburse the Company for its investment in personal property, including machinery and equipment, removal of such personal property shall be subject to the provisions of Section 4-29-68(A)(2)(ii) of the Code of Laws of South Carolina 1976, as amended, and any successor legislation.

#### ARTICLE IV

#### CONDITIONS AND COVENANTS

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(i) A copy of the Ordinance, duly certified by the Clerk to County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Assignment. The Company may not assign its rights in and to this Agreement without the prior written consent or subsequent ratification of the County.

## ARTICLE V

### DEFAULTS AND REMEDIES

#### SECTION 5.01. Events of Default.

(a) If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of thirty (30) days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default").

(b) If the Company or its successors and assigns shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the Company to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County specifying the failure and requesting that it be remedied is given to the Company or its successors and assigns by first-class mail, the Company or its successors and assigns shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Legal Proceedings. Upon the happening and continuance of any Event of Default, then and in every such case the non-defaulting party in its discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) by action or suit in equity require the defaulting party to account as if it were the trustee of an express trust for the non-defaulting party;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the non-defaulting party's rights; or

(e) terminate this Agreement.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such

right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VI

### MISCELLANEOUS

SECTION 6.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any party other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.04. No Liability of Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally for the Special Source Credits or under this Agreement or be subject to any personal liability or accountability by reason thereof.

SECTION 6.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County:

Oconee County, South Carolina  
415 S. Pine Street  
Walhalla, South Carolina 29691  
Attention: County Administrator

(b) if to the Company:

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The County and the Company may, by notice given under this Section 6.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**SECTION 6.06. Applicable Law.** The laws of the State of South Carolina shall govern the construction of this Agreement.

**SECTION 6.07. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

**SECTION 6.08. Amendments.** This Agreement may be amended only by written agreement of the parties hereto.

**SECTION 6.09. Waiver.** Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

*[execution page follows]*

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk to County Council, as of the day and year first above written.

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Administrator  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Clerk to County Council  
Oconee County, South Carolina

IN WITNESS WHEREOF, Oconee Courthouse Ventures, LLC has caused this Agreement to be executed as of the day and year first above written.

OCONEE COURTHOUSE VENTURES

By: \_\_\_\_\_  
[INSERT]  
Its: [INSERT]

Exhibit A

FORM OF CERTIFICATE AS TO  
CUMULATIVE INVESTMENT IN COST OF THE INFRASTRUCTURE

STATE OF SOUTH CAROLINA            )  
  )  
OCONEE COUNTY                            )     CERTIFICATE AS TO CUMULATIVE  
  )     INVESTMENT IN COST OF THE  
  )     INFRASTRUCTURE

I, \_\_\_\_\_, the \_\_\_\_\_ of Oconee Courthouse Ventures, LLC (the "Company"), do hereby certify that as of \_\_\_\_\_, \_\_\_\_\_, the Company has invested at least \$ \_\_\_\_\_ in Infrastructure in connection with the Project, as such terms are defined in the Special Source Credit Agreement between Oconee County, South Carolina and the Company dated as of \_\_\_\_\_, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand, this Certificate to be dated as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

OCONEE COURTHOUSE VENTURES, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_



**STATE OF SOUTH CAROLINA ) PROJECT GRANT AGREEMENT**  
**)**  
**COUNTY OF OCONEE )**

**THIS PROJECT GRANT AGREEMENT** (the “Grant Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013 by and between **OCONEE COUNTY, SOUTH CAROLINA** (the “County”) and **OCONEE COURTHOUSE VENTURES, LLC** (the “Company”).

**WITNESSETH:**

**WHEREAS**, there is located at the intersection of Main Street and South Church Street in the County and in the City of Walhalla, South Carolina, certain property with improvements thereon, fee simple title to which is currently held by the County (the “Property”), said Property having formerly served as the County Courthouse and having County TMS#: 500-15-13-001; and

**WHEREAS**, the Property is one of historic value and significance to the County, and of such prominence as to have a significant impact on the surrounding community. The structure located on the Property is falling into a state of disrepair and is in need of rehabilitation to protect against future damage from the elements, and the Company is willing to proceed with such rehabilitation of the Property pending the negotiation and execution of the Agreements, subject to certain conditions; and

**WHEREAS**, the Company is considering acquiring the Property and developing thereon, through rehabilitation of existing structures and new construction, hotel, office, restaurant and retail space (the “Project”), which constitute an investment of not less than \$5,000,000 in the County; and

**WHEREAS**, as an inducement for the Project, the County wishes to provide certain grant funding to the Company to be used to defray a portion of the cost of the Project as provided herein, and the Company wishes to accept such funding; and

**WHEREAS**, the County has previously received estimates in approximately the same amount as the proposed grant funding for demolition and removal of the current improvements on the Property, which demolition and removal would not provide any new investment on the Property site – and it is the combination of the savings of those demolition and removal costs and the addition to the tax base of the County and increased employment opportunities in the County reasonably expected from the proposed Project which are the public purposes to be served through the County use of the grant funding included herein:

**NOW, THEREFORE**, for valuable consideration and the mutual promises hereinafter set forth between the parties hereto, the legal sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. **Grant Funds.** Subject to the conditions and limitations set forth herein, the County agrees to provide a grant (the "Grant") in the approximate amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) to be used to defray a portion of the cost of the Project. The Company agrees to expend Grant funds exclusively on costs of the Project, such costs not to include salaries or other compensation of members or employees of the Company or its affiliates. Notwithstanding anything contained in this Grant Agreement, the County shall have no obligation to provide or make available the Grant or any Grant funds prior to the occurrence of both the following:
  - a. the Closing of the acquisition of the Property by the Company pursuant to the terms of the Purchase Agreement; and
  - b. receipt by the County of evidence satisfactory to the County, in its sole discretion, that sufficient funds or financing are in the possession and control of, or are or will be available to, the Company to allow the Company to complete the Project substantially in accordance with the plans set forth on Exhibit A hereto on or before the date which is two (2) years following the date of this Grant Agreement.
  
2. **Repayment of Grant Funds.** Grant funds shall be repaid by the Company to the County as set forth below.
  - a. *Grant Funds Not Used.* Any Grant funds not used for activities authorized herein will be returned to the County immediately upon completion of the Project.
  - b. *Full Repayment of Grant Funds.* Without limitation of the foregoing, the Company shall be obligated to repay to the County the full amount of the Grant funds upon the earlier of:
    - i. the date which is fifteen (15) days following the date of the Company's receipt of written notice from the County of a breach or default by the Company of its obligations under this Grant Agreement, the Purchase Agreement, the Credit Agreement or any mortgage or security agreement securing the Company's obligations hereunder (the "Agreements") prior to completion of the Project substantially in accordance with the plans and specifications set forth on Exhibit A and issuance of a certificate of occupancy therefor; or
    - ii. the date which is two (2) years following the date of this Grant Agreement, in the event the Project has not been completed substantially in accordance with the plans and specifications set forth on Exhibit A hereto and a certificate of occupancy issued therefor on or before such date.

c. *Partial Repayment of Grant Funds.* Without limitation of the foregoing, in the event that the Project is completed substantially in accordance with the plans and specifications set forth on Exhibit A and a certificate of occupancy is issued therefor on or before the date which is two (2) years following the date of this Grant Agreement, thereafter the Company shall repay to the County the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) on the earlier of:

- i. the date on which the Property or the Project is sold or otherwise conveyed or leased by the Company to a third party without the prior written approval of such sale, conveyance or lease by the County;
- ii. the date which is fifteen (15) days following the date of the Company's receipt of written notice from the County of a breach or default by the Company of its obligations under the Agreements; or
- iii. the date which is five (5) years following the date of this Grant Agreement.

3. Expenditure of Grant Funds. The Company shall provide to the County a detailed accounting of the expenditure of Grant funds at any time upon the request of the County Administrator or other County staff.

4. Assignment. Neither this Grant Agreement nor any of the rights or obligations created hereunder may be assigned by either party hereto without the prior written consent of the other party.

5. Cross Default. This Grant Agreement is entered into in connection with the Purchase Agreement and the Credit Agreement, and any default by the Company under either the Purchase Agreement or the Credit Agreement, or any default by the Company under any mortgage or security agreement securing the Company's obligations under this Grant Agreement, shall be a default under this Grant Agreement.

6. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

If to Purchaser:

Oconee Courthouse Ventures, LLC  
Attn.: \_\_\_\_\_  
\_\_\_\_\_

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With a Copy to:

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If to Seller:

Oconee County, South Carolina  
Attn.: Oconee County Administrator  
415 South Pine Street  
Walhalla, South Carolina 29691

With a copy to:

McNair Law Firm, P.A.  
Attn.: Thomas L. Martin, Esq.  
132 East Benson Street, Suite 200  
Anderson, SC 29624

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

7. Invalid Provisions. In the event any one or more of the provisions contained in this Grant Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Grant Agreement, and this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.
8. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Grant Agreement with respect to the performance of the obligation of the parties under this Grant Agreement.
9. Governing Law. This Grant Agreement shall be governed by and construed under the laws of the State of South Carolina.
10. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Grant Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Grant Agreement.

11. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.
12. Binding Effect. Without limitation of the provisions of this Grant Agreement limiting assignment, this Grant Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.
13. Completeness; Modification. This Grant Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all prior discussions, undertakings or agreements between the parties. This Grant Agreement shall not be modified except by a written agreement executed by both parties.
14. Counterparts. To facilitate execution, this Grant Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which, together, shall comprise but one (1) and the same agreement.
15. Findings of County Council. The County, acting by and through the Oconee County Council ("County Council"), hereby adopts all of the statements of the preamble of this Grant Agreement as findings of County Council, justifying the public acts authorized hereby.

*[execution page follows]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Grant Agreement as of the day and year first written above.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**SELLER:**

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Its: \_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_

\_\_\_\_\_

OCONEE COURTHOUSE VENTURES, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**

**Project Plans and Specifications**

[see attached]

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STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2013-04

AUTHORIZING THE ISSUANCE AND SALE BY OCONEE COUNTY, SOUTH CAROLINA, OF ITS NOT EXCEEDING \$2,600,000 GENERAL OBLIGATION BONDS, CONSISTING OF GENERAL OBLIGATION BONDS, SERIES 2013A AND GENERAL OBLIGATION BONDS, TAXABLE SERIES 2013B; FIXING THE FORM AND CERTAIN DETAILS OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL AND COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AMENDING ORDINANCE NO. 2012-29 AND OTHER MATTERS RELATING THERETO.

Enacted: \_\_\_\_\_, 2013

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BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

**SECTION 1. Definitions.** Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

**“Beneficial Owner”** shall mean any purchaser who acquires beneficial ownership interest in an Initial Bond held by the Depository. In determining any Beneficial Owner the County the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

**“Bondholders”** or the term **“Holders”** or any similar term shall mean the registered owner or owners of any outstanding Bond or Bonds.

**“Bonds”** shall mean the General Obligation Bonds, Series 2013, of Oconee County, South Carolina, or such other appropriate series designation, in the aggregate principal amount of not exceeding \$2,600,000 authorized to be issued pursuant to Section 3 hereof and consisting of the Series 2013A Bonds and the Series 2013B Bonds.

**“Book-Entry Form”** or **“Book-Entry System”** shall mean with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through a book-entry and (ii) physical Bond certificates in fully-registered form are registered only in the name of the Depository or its nominees as Holder, with the physical Bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the Bonds, when subject to the Book-Entry System.

**“Books of Registry”** shall mean the registration books maintained by the Registrar in accordance with Section 9 hereof.

**“Code”** shall mean the Internal Revenue Code of 1986, as amended.

**“Constitution”** shall mean the Constitution of the State of South Carolina, 1895, as amended.

**“County Council”** shall mean the County Council of Oconee County, South Carolina.

**“County”** shall mean Oconee County, South Carolina.

**“County Bond Act”** shall mean Title 4, Chapter 15, of the South Carolina Code.

**“Depository”** shall mean any securities Depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the Bonds, and to effect transfers of the Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

**“Government Obligations”** shall mean, to the extent permitted by Section 6-5-10 of the South Carolina Code or any other authorization relating to the investment of funds of the County, any of the following: (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (7) obligations of the Federal National Mortgage Association; (8) (i) general obligations of the State or any of its political units; or (ii) revenue obligations of the State or its political units, if at the time of investment, the obligor has a long term, unenhanced, unsecured debt rating in one of the top two ratings categories, without regard to a refinement or gradation of rating category by numerical modifier or otherwise, issued by at least two nationally recognized credit rating agencies; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of the holder thereof.

**“Initial Bonds”** shall mean the Bonds initially issued in Book-Entry Form as provided in Section 6 hereof.

**“Interest Payment Date”** shall mean April 1 and October 1 of each year, or such other dates as determined by the Chairman of County Council, commencing on the date as determined by the Chairman of County Council.

**“Letter of Representations”** shall mean the Letter of Representations executed and delivered by the County to the Depository.

**“Ordinance”** shall mean this Ordinance.

**“Participant”** shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

**“Paying Agent”** shall mean a bank or trust company or the Oconee County Treasurer appointed pursuant to this Ordinance.

**“Record Date”** shall have the meaning set forth in Section 10 hereof.

**“Registrar”** shall mean a bank or trust company or the Oconee County Treasurer appointed pursuant to this Ordinance.

**“Series 2013A Bonds”** shall mean the General Obligation Bonds, Series 2013A, authorized pursuant to Section 3 hereof.

**“Series 2013B Bonds”** shall mean the General Obligation Bonds, Taxable Series 2013B, authorized to be issued pursuant to Section 3 hereof.

**“South Carolina Code”** shall mean the Code of Laws of South Carolina, 1976, as amended.

**“State”** shall mean the State of South Carolina.

**SECTION 2. Findings and Determinations.** The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10 of the South Carolina Code, the County operates under the Council-Administrator form of government, and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to the County Bond Act, the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the South Carolina Code provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County established by the last completed assessment (June 30, 2012) thereof is \$517,969,088. Eight percent of such sum is \$41,437,527. As of the date hereof, the outstanding general obligation debt of the County subject to the limitations imposed by Article X, Section 14(7)(a) of the Constitution is \$19,080,000, representing the outstanding principal balances of the following general obligation bonds of the County:

(i) \$5,300,000 original principal amount General Obligation Refunding Bonds, Series 2010, dated September 2, 2010, currently outstanding in the principal amount of \$3,245,000; and

(ii) \$17,000,000 original principal amount General Obligation Bonds, Series 2011, dated June 16, 2011, currently outstanding in the principal amount of \$15,835,000.

Thus, the County may incur not exceeding \$22,357,527 of general obligation debt within its applicable debt limitation.

(f) The proceeds derived from the sale of the Bonds shall be applied to: (i) defray all or a portion of the costs of design, acquisition, site-work, construction and installation, as applicable, of improvements and infrastructure related to the Echo Hills Commerce Park, including: approximately 300,000 square-foot pad; approximately 50,000 square-foot pad; roads, curbs, drainage and stormwater facilities; intersection improvements; internal utilities; and civil design and sitework relating to the foregoing (collectively, the "Project"); and (ii) the costs of issuance of the Bonds.

(g) Undertaking the Project will advance proper public purposes, and will benefit the County as a whole. The County's prior success in developing commercial and industrial sites within the County demonstrates that obtaining an inventory of commercial and industrial sites, and preparing those sites for capital investment by third parties, result in significant job creation and diversification of the tax base of the County. Since 2008, commercial and industrial prospects have committed to invest more than \$240,000,000

and create approximately 740 jobs in the County as a result of the County's economic development efforts. Further, since 2001, commercial and industrial prospects have committed to invest approximately \$21,000,000 and create approximately 275 jobs in the Oconee County Commerce Center which is located near the intersection of Highway 11 and Highway 123. As a result, the Oconee County Commerce Center is now fully occupied, and additional sites to recruit commercial and industrial investment are needed.

The County has developed a strategy for targeting private capital investment which includes: (1) the recruitment of heavy manufacturing operations to the Golden Corner Industrial Park due to its proximity to Interstate 85; (2) the recruitment of operations that need access to large quantities of raw materials to the Propex Site due to convenient railroad access to that site; and (3) the recruitment of back-office, light industrial and corporate facilities to the Echo Hills Commerce Park, due to its central location in the County. Prospective industries have approached the County regarding making significant capital investments and creating significant numbers of jobs in the Echo Hills Commerce Park. A study of commuting patterns in Anderson County, Pickens County and the County based on the 2010 census prepared by the City of Clemson's Planning and Codes Administration Department indicates that in all except one of the County's census tracts, less than 50% of County residents commute out of the County for employment, and in most of the County's census tracts (8 out of 15) less than 25% of County residents commute out of the County for employment. The study's results support the view that jobs created by commercial and industrial prospects in the County will be staffed, to a substantial degree, by County residents.

Accordingly, the County hereby further determines that:

(i) The ultimate goals and benefits to the public intended by the Project are multiple, including, but not limited to: the inducement of significant capital investment in the County by commercial and industrial businesses, the creation of a significant number of jobs in the County by those commercial and industrial businesses, and, thereby, the enrichment of the quality of life for the citizens of the County;

(ii) The public will be the primary beneficiary of the Project. The significant capital investment and job creation to be facilitated by the Project will enhance the tax base of the County and will promote the development of trade and use of resources in the County. The Project will directly and beneficially affect employment and the economy of the County;

(iii) The benefits represented by the Project are not speculative. As demonstrated by the County's prior success in developing the Oconee County Commerce Center, the undertaking of the Project will, to a great degree of certainty, result in significant capital investment and job creation in the County by commercial and industrial businesses; and

(iv) The public interest of the County will be served to a substantial degree by undertaking the Project because the significant capital investment and job creation to be facilitated by the Project will enhance the tax base of the County and will promote the development of trade and use of resources in the County.

(h) The Project is necessary and in the best interest of the County. The issuance of the Bonds authorized by this Ordinance for such purposes is necessary and such Bonds will be issued for a corporate purpose and a public purpose of the County.

(i) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$2,600,000 aggregate principal amount general obligation bonds of the County to provide funds for the purposes set forth in Section 2(f) above.

**SECTION 3. Authorization and Details of Bonds.** Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued, not exceeding \$2,600,000 aggregate principal amount of general obligation bonds of the County (the "Series 2013 Bonds") which shall consist of two series of bonds in the respective principal amount as determined by the Chairman of County Council and the County Administrator pursuant to Section 5 hereof and shall be issued to obtain funds for the purposes set forth in Section 2(f) above, including any engineering, architectural, accounting, financial and legal fees relating thereto and other incidental costs of issuing the Bonds.

The Series 2013 Bonds shall be issued in two separate series which shall be designated "\$\_\_\_\_\_ (principal amount issued) General Obligation Bonds, Series 2013A, of Oconee County, South Carolina" (the "Series 2013A Bonds") and "\$\_\_\_\_\_ (principal amount issued) General Obligation Bonds, Taxable Series 2013B, of Oconee County, South Carolina" (the "Series 2013B Bonds").

The Series 2013A and the Series 2013B Bonds shall be issued as fully registered Bonds; shall be dated as of the date of their delivery or the first or the fifteenth day of month in which the Bonds are priced or delivered to the initial purchaser(s) thereof or such other date as determined by the Chairman of County Council; shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year unless issued as a single Bond in the entire principal amount of the issue; shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) from their date payable on the Interest Payment Dates, at such rate or rates per annum as may be determined by the Chairman of County Council at the time of the sale thereof; and shall mature serially in successive annual installments on April 1 of each year as determined by the Chairman of County Council pursuant to Section 5 hereof.

**SECTION 4. Redemption Provisions.**

*Series 2013A Bonds.*

Unless otherwise determined by the Chairman of County Council or the County Administrator pursuant to Section 5 hereof, the Series 2013A Bonds maturing on or after April 1, 2023, shall be subject to redemption at the option of the County on or after April 1, 2022, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption. Pursuant to Section 5 hereof, the Chairman of County Council may modify the redemption provisions set forth hereof and determine whether any of the Series 2013A Bonds are subject to mandatory sinking fund redemption.

If less than all the Series 2013A Bonds of any maturity are called for redemption, the Series 2013A Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event the Series 2013A Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing the Series 2013A Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the registry books of the County kept by the Registrar not less than thirty (30) days and not more than sixty (60) days prior to the redemption date. If the Series 2013A Bonds or any portion thereof shall have been duly called for redemption and notice of the redemption mailed as aforesaid, and if on or before the date fixed for redemption, payment thereof shall be duly made or provided for, interest on the Series 2013A Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice.

*Series 2013B Bonds.*

Unless otherwise determined by the Chairman of County Council or the County Administrator pursuant to Section 5 hereof, the Series 2013B Bonds maturing on or after April 1, 2023, shall be subject to redemption at the option of the County on or after April 1, 2022, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption. Pursuant to Section 5 hereof, the Chairman of County Council may modify the redemption provisions set forth hereof and determine whether any of the Series 2013B Bonds are subject to mandatory sinking fund redemption.

If less than all the Series 2013B Bonds of any maturity are called for redemption, the Series 2013B Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event the Series 2013B Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing the Series 2013B Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the registry books of the County kept by the Registrar not less than thirty (30) days and not more than sixty (60) days prior to the redemption date. If the Series 2013B Bonds or any portion thereof shall have been duly called for redemption and notice of the redemption mailed as aforesaid, and if on or before the date fixed for redemption, payment thereof shall be duly made or provided for, interest on the Series 2013B Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice.

SECTION 5. Determination of Certain Matters Relating to the Series 2013A Bonds and the Series 2013B Bonds. The Chairman of County Council is hereby authorized and empowered to: (a) determine the original issue date of the Series 2013A Bonds and the Series 2013B Bonds; (b) determine whether any of the Series 2013A Bonds or Series 2013B will be issued as term bonds and, if so, the principal amounts and maturity dates of the Series 2013A Bonds or Series 2013B Bonds subject to mandatory sinking fund redemption; (c) determine the aggregate principal amounts of the Series 2013A Bonds and the Series 2013B Bonds and determine the respective portions of the costs of the Project to be financed with proceeds of the Series 2013A Bonds and the Series 2013B Bonds ; (d) determine the maturity schedule and the principal amounts of each maturity of the Series 2013A Bonds and the Series 2013B Bonds; (e) modify the redemption provisions as set forth in Section 4 hereof; (f) adjust the principal amounts of each maturity of the Series 2013A Bonds and Series 2013B Bonds as prescribed in the Notice of Sale; (g) determine the date and time of sale of the Series 2013A Bonds and the Series 2013B Bonds; (h) modify the redemption provisions set forth in Section 4 hereof; (i) approve the Registrar and Paying Agent as provided in Section 8 hereof; (j) determine the Interest Payment Dates, as well as the first Interest Payment Date and the Principal Payment Date, if different than as set forth herein; and (k) negotiate and execute all other contracts which may be necessary in connection with the issuance of the Series 2013A Bonds and Series 2013B Bonds. The Council further authorizes and empowers the Chairman of County Council to award the sale of the Series 2013A Bonds and Series 2013B Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Series 2013A Bonds and the Series 2013B Bonds. After the sale of the Series 2013A Bonds and the Series 2013B Bonds, the Chairman of County Council shall submit a written report to the County Council setting forth the results of the sale of the Series 2013A Bonds and the Series 2013B Bonds.

SECTION 6. Book-Entry Bonds. If requested by the initial purchaser of the Bonds, the Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial

ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single Bond or one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the County shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of this Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The County, the Paying Agent and the Registrar make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the County, the Paying Agent and the Registrar shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The County, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of payment of the principal of, premium, if any, or interest on the Bonds, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The County, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the County maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, premium, if any, or interest on the Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

**SECTION 7. Successor Depository.** If (a) the Depository determines not to continue to act as Depository for the Bonds and gives reasonable notice to the Registrar and the County, or (b) the County has advised the Depository of the County's determination that the Depository is incapable of discharging its duties, then the County shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the County or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the County shall execute and deliver to the successor Depository, the Bonds of the same principal amount, interest rate and maturity. If the County is unable to retain a qualified successor to the Depository, or the County has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the Bonds might be adversely affected if the Book-Entry System of transfer is continued (the County undertakes no obligation to make any

investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Bonds by mailing an appropriate notice to the Depository, upon receipt by the County of the Initial Bonds together with an assignment duly executed by the Depository, the County shall execute, authenticate and deliver to the Depository Participants Bonds in fully-registered form, in substantially the form set forth in Section 12 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

**SECTION 8. Designation of Registrar and Paying Agent.** Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Within twenty-four (24) hours after receipt of bids, the successful bidder, if any, for the Bonds may designate, subject to the approval of the Chairman of County Council, the Registrar and the Paying Agent for the Bonds. The Registrar and the Paying Agent, respectively, shall be a bank, trust company, depository or transfer agent located either within or without the State. In the event the successful bidder fails to designate the Registrar and the Paying Agent within twenty-four (24) hours after receipt of bids, or the Chairman of County Council does not approve the Registrar and the Paying Agent designated by the successful bidder, the Registrar and the Paying Agent shall be designated by the Chairman of County Council. In the event the Bonds are issued as a single fully-registered bond, the Oconee County Treasurer may act as Paying Agent and Registrar for the Bonds as determined by the Chairman of County Council.

**SECTION 9. Registration, Transfer and Exchange of Bonds.** The County shall cause Books of Registry to be kept at the offices of the Registrar for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar shall register or transfer, or cause to be registered or transferred, on such Books of Registry, the Bonds under such reasonable regulations as the Registrar may prescribe.

Each Bond shall be transferable only upon the Books of Registry of the County, which shall be kept for such purpose at the principal office of the Registrar, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar.

The County, the Paying Agent and the Registrar may deem or treat the person in whose name any fully registered Bond shall be registered upon the Books of Registry as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order and shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Paying Agent or the Registrar shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an Interest Payment Date on such Bonds.

**SECTION 10. Record Date.** The County hereby establishes a record date (the "Record Date") for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such Record Date shall be not more than fifteen (15) days preceding an Interest Payment Date on such Bond or



in the case of any proposed redemption of Bonds, such Record Date shall be not more than fifteen (15) days prior to the mailing of notice of redemption of Bonds.

**SECTION 11. Mutilation, Loss, Theft or Destruction of Bonds.** In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

**SECTION 12. Execution of Bonds.** The Bonds shall be executed in the name of the County with the facsimile or manual signature of the Chairman of County Council attested by the facsimile or manual signature of the Clerk to the Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

**SECTION 13. Form of Bonds.** The Bonds and the certificate of authentication shall be in substantially the following forms. In the event the Bonds will be held by a single Bondholder, the form of bond may be revised as a single fully registered Bond for each maturity or a single fully registered bond which sets forth all maturing principal amounts.

(FORM OF BOND)

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
GENERAL OBLIGATION BOND, SERIES 2013A/TAXABLE SERIES 2013B

No. R- \_\_

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER:

PRINCIPAL AMOUNT:

DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder named above, or registered assigns, the principal amount shown above on the maturity date shown above (unless this Bond shall be subject to prior redemption and shall have been duly called for previous redemption and the payment of the redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of \_\_\_\_\_, as paying agent (the "Paying Agent"), in \_\_\_\_\_, State of \_\_\_\_\_, and to pay interest on such principal amount from the date hereof at the interest rate per annum shown above (calculated on the basis of a 360-day year comprised of twelve 30-day months) until this Bond matures. Interest on this Bond is payable semiannually on April 1 and October 1 of each year commencing April 1, 20\_\_, until this Bond matures or prior redemption, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently \_\_\_\_\_, as registrar (the "Registrar"), in \_\_\_\_\_, \_\_\_\_\_, at the close of business on the fifteenth (15th) day of the calendar month preceding each semi-annual interest payment date. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to date of authentication, number, date of maturity, principal amount, registered holder, redemption provisions and rate of interest, aggregating \$\_\_\_\_\_, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; and Ordinance No. 20 \_\_\_\_\_ duly enacted by the County Council on \_\_\_\_\_, 2013.

This Bond and the series of which it is one [is subject to redemption][maturing on or prior to April 1, 20\_\_, shall not be subject to redemption prior to their stated maturities. This Bond and the series of which it is one maturing on or after April 1, 20\_\_, shall be subject to redemption at the option of the County on or after April 1, 20\_\_,] as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount to be redeemed, together with the interest accrued on such principal amount to the date fixed for redemption.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing the Bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar by first-class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the County. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

This Bond and the series of which it is one is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, OCONEE COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile or manual signature of the Chairman of the County Council, facsimile or manual signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chairman, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the Bonds described in the within mentioned Ordinance of Oconee County, South Carolina.

\_\_\_\_\_  
as Registrar

By: \_\_\_\_\_  
Authorized Officer

Date of Authentication: \_\_\_\_\_

The following abbreviations when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the  
entireties

\_\_\_\_\_  
(Cust.) Custodian (Minor)

JT TEN - As joint tenants  
with right of  
survivorship and  
not as tenants in  
common

under Uniform Gifts to Minors

\_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in list above.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers  
unto \_\_\_\_\_  
(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

\_\_\_\_\_  
Signature Guaranteed:

\_\_\_\_\_  
(Authorizing Officer)

\_\_\_\_\_  
Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

\_\_\_\_\_  
NOTICE: The signature to this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the final approving opinion (except for date and letterhead) of McNair Law Firm, P.A. approving the issue of bonds of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Oconee County, South Carolina.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk, County Council

**SECTION 14. Security for Bonds.** The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable

property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

**SECTION 15. Defeasance.** The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the maturity date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

**SECTION 16. Exemption from State Taxes.** Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

**SECTION 17. Sale of Bonds, Form of Notice of Sale.** The Bonds shall be offered for public sale on the date and at the time designated by the Chairman of County Council or the County Administrator. A Notice of Sale in the form set forth below shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

The Notice of Sale shall be in substantially the following form:

NOTICE OF SALE

\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2013A/TAXABLE SERIES 2013B,  
OF OCONEE COUNTY  
STATE OF SOUTH CAROLINA

**[THE INTEREST PAID ON THE TAXABLE SERIES 2013B BONDS WILL NOT BE  
EXEMPT FROM FEDERAL INCOME TAXATION]**

**Time and Place of Sale:** NOTICE IS HEREBY GIVEN that bids for the purchase of \$ \_\_\_\_\_ General Obligation Bonds, Series 2013A/Series 2013B of Oconee County, South Carolina (the "Bonds") will be received on behalf of the County Council of Oconee County, South Carolina (the

"County"), in the Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina 29691, until \_\_\_\_\_ m., South Carolina time, on \_\_\_\_\_, 2013, or such other date and time as may be established by the County and communicated by Thomson Municipal Market Monitor not less than 48 hours prior to the time proposals are to be received.

Mailed or Hand-Delivered Proposals: Each mailed or hand-delivered proposal shall be enclosed in a sealed envelope marked "Proposal for General Obligation Bonds, Series 2013A/Series 2013B, Oconee County, South Carolina" and should be directed to the Chairman of the County Council at the address in the first paragraph hereof.

Facsimile Proposals: The County will accept the facsimile transmission of a manually signed Official Bid Form or other form of bid at the risk of the bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of Scott Moulder, County Administrator at 864.638.4246.

Electronic Proposals: Electronic proposals may be submitted through i-Deal's Ipreo Electronic Bid Submission System ("Ipreo"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo may be obtained from i-Deal, 1359 Broadway, 2<sup>nd</sup> Floor, New York, New York 10018, Customer Support, telephone 212.849.5021.

E-mail Proposals: E-mail proposals may be e-mailed to the attention of Scott Moulder, County Administrator, at email address: [smoulder@oconeesc.com](mailto:smoulder@oconeesc.com) with a copy to Brian Nurick at e-mail address: [brian.nurick@swst.com](mailto:brian.nurick@swst.com).

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION, BY ELECTRONIC BID OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Municipal Bond Insurance: A bidder may, at its option, purchase a policy of insurance relating to the Bonds to be effective as of the date of their issuance. Notice of obtaining a commitment for such insurance will be transmitted by the bond insurers. If a bidder for the Bonds desires to have the Bonds so insured, the bidder should specify in its bid for the Bonds whether bond insurance will be purchased. The premium on such bond insurance must be paid at or prior to the closing by the successful bidder. Any failure of the Bonds to be so insured or for any such policy of insurance to be issued shall not constitute cause for a failure or refusal by the purchaser of the Bonds to accept delivery of and pay for the Bonds.

Book-Entry Only Bonds: The Bonds will be issued in fully registered form. If requested by the successful bidder, a single Bond or one Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds, and each such Bond will be immobilized in the custody of DTC. DTC will act as the Depository for the Bonds. Individual purchases will be made in book-entry-only form in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

Notwithstanding the foregoing, at the request of the successful bidder, the Bonds will be issued as one single fully registered bond and not issued through the book-entry system.

**[Series 2013A Bonds]**

**Series 2013A Bonds:** The Series 2013A Bonds will be dated \_\_\_\_\_, 2013 or such other date as the successful bidder may request; and will mature serially in successive annual installments on April 1 in each of the years and in the principal amounts as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>

**Redemption Provisions:** The Series 2013A Bonds maturing on or prior to April 1, 20\_\_ shall not be subject to redemption prior to their stated maturities. The Series 2013A Bonds maturing on April 1, 20\_\_ shall be subject to redemption at the option of the County on or after April 1, 20\_\_, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity at a redemption price equal to 100% of the principal amount of the Series 2013A Bonds to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

**[Series 2013B Bonds]**

**Series 2013B Bonds:** The Series 2013B Bonds will be dated \_\_\_\_\_, 2013 or such other date as the successful bidder may request; and will mature serially in successive annual installments on April 1 in each of the years and in the principal amounts as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>

**Redemption Provisions:** The Series 2013B Bonds maturing on or prior to April 1, 20\_\_ shall not be subject to redemption prior to their stated maturities. The Series 2013B Bonds maturing on April 1, 20\_\_ shall be subject to redemption at the option of the County on or after April 1, 20\_\_, as a whole or in part at any time, in such order of their maturities as the County shall determine and by lot within a maturity at a redemption price equal to 100% of the principal amount of the Series 2013B Bonds to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

**Adjustment of Maturity Schedule:** The County reserves the right to adjust the principal amount of any of the maturities of the Bonds (all calculations to be rounded to the nearest \$5,000); provided, such adjustment will not decrease the total par amount (\$ \_\_\_\_\_) of the Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph. The successful bidder may not withdraw its bid as a result of any changes made within these limits.



**Bidders' Special Option for Term Bonds:** Bidders submitting proposals may specify that all the principal amount of Bonds maturing on any two or more consecutive annual payment dates on or after April 1, 20\_\_, may, in lieu of maturity on each of such dates, be combined to comprise one or more maturities of the Bonds scheduled to mature on the latest of such annual payment dates (the "Term Bonds"). Term Bonds shall be subject to redemption through mandatory sinking fund installments at par in the amount that would have matured in each year as set forth in this Notice, on each of the annual principal payment dates, except for the principal amount of Bonds scheduled to mature on the latest such annual payment date, which Bonds shall mature on such annual principal payment date. Bidders may specify one or more of such Term Bonds and such specifications may be made at the time of the award.

**Mandatory Sinking Fund Redemption:** The Bonds will be subject to mandatory redemption if and to the extent the option to establish Term Bonds is exercised by the successful bidder.

**Registrar and Paying Agent:** The Oconee County Treasurer or a bank designated by the purchaser and approved by the Chairman of the County Council will act as Paying Agent and Registrar for the Bonds.

**Bid Requirements:** Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 or 1/100 of 1% with no greater difference than three (3%) percent between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A BID FOR LESS THAN ALL THE BONDS OR A PRICE LESS THAN PAR WILL NOT BE CONSIDERED.

**Award of Bid:** The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

For the purpose of calculating the yield on the Bonds for Federal tax purposes as a condition precedent to the award of the Bonds, the successful bidder will, within 30 minutes after being notified of its winning bid, advise the County or its financial advisor by telephone confirmed by facsimile transmission of the initial offering prices of the Bonds to the public (expressed as a price, exclusive of accrued interest, or yield per maturity).

**Good Faith Deposit:** No good faith deposit is required.

**Bid Form:** It is requested, but not required, that your bid be submitted on the attached bid form.

**Official Statement:** The County deems the Preliminary Official Statement to be "final" as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule. Upon the award of the Bonds, the County will prepare a Final Official Statement (the "Official Statement") in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will provide the successful bidder, a sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing

information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.]

**Continuing Disclosure:** In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.]

**Purpose:** The Bonds are issued for the purpose of defraying all or a portion of the costs of design, acquisition, site-work, construction and installation, as applicable, of improvements and infrastructure related to the Echo Hills Commerce Park, including: approximately 300,000 square-foot pad; approximately 50,000 square-foot pad; roads, curbs, drainage and stormwater facilities; intersection improvements; internal utilities; civil design and sitework relating to the foregoing; and the costs of issuance of the Bonds.

**Series 2013A Bonds are "Bank Qualified":** The County has designated the Series 2013A Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct, from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.]

**Security:** The Bonds shall constitute binding general obligations of the County, and the full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

**Legal Opinion:** The issuance of the Bonds is subject to the approval of legality by McNair Law Firm, P.A., Bond Counsel, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds. Certain legal matters in connection with the Bonds are subject to the approval of McNair Law Firm, P.A., as County Attorney.

**Financial Advisor:** Southwest Securities, Inc., has acted as Financial Advisor to the County in connection with the issuance of the Bonds. In this capacity, Southwest Securities, Inc. provided technical assistance in the preparation of the offering documents and assisted the County in preparing for this financing.

**Certificate as to Issue Price:** The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate [may be obtained from Bond Counsel][is included as Exhibit \_\_\_ to the Preliminary Official Statement].]

**Delivery:** The Bonds will be delivered through the facilities of The Depository Trust Company in New York, New York, on or about \_\_\_\_\_, 20\_\_, at the expense of the County or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The purchase price then due must be paid in federal funds or other immediately available funds.]

[CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the County provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder.]

[Postponement: The County reserves the right to postpone, from time to time, the date established for the receipt of bids. The County will communicate any such change in the sale date through Thomson Municipal Market Monitor not less than 48 hours prior to the time bids are to be received. If any date fixed for the receipt of bids and the sale of the Bonds is postponed, any alternative sale date will be announced through Thomson Municipal Market Monitor at least 48 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a sealed, facsimile, or electronic bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for the changes announced through Thomson Municipal Market Monitor at the time the sale date and time are announced.]

Additional Information: [The Preliminary Official Statement of the County with respect to the Bonds is available via the internet at <https://official.statements.swst.com> and will be furnished to any person interested in bidding for the Bonds upon request to McNair Law Firm, P.A.. The Preliminary Official Statement should be reviewed by bidders prior to submitting a bid.] Persons seeking information should communicate with:

<p>Scott Moulder, ICMA-CM County Administrator Oconee County 415 South Pine Street Walhalla, SC 29691 Telephone: 864.638.4235 E-mail: <a href="mailto:smoulder@oconeesc.com">smoulder@oconeesc.com</a></p>	<p>Daniel R. McLeod, Jr., Esquire McNair Law Firm, P.A. Post Office Box 447 Greenville, SC 29602 Telephone: 864.271.4940 E-mail: <a href="mailto:dmcLeod@menair.net">dmcLeod@menair.net</a></p>
<p>Brian Nurick Southwest Securities, Inc. 360 East Vine Street, Suite 110 Lexington, SC 40507 Telephone: 859.410.2602 E-mail: <a href="mailto:brian.nurick@swst.com">brian.nurick@swst.com</a></p>	<p>Michael W. Burns, Esq. McNair Law Firm, P.A. Post Office Box 447 Greenville, SC 29602 Telephone: 864.271.4940 E-mail: <a href="mailto:mburns@menair.net">mburns@menair.net</a></p>

Oconee County, South Carolina

SECTION 18. Preliminary and Final Official Statement: Private Placement Offering Memorandum. The Council hereby authorizes and directs the County Administrator to prepare, or cause to be prepared, a Preliminary Official Statement or a Private Placement Offering Memorandum, as determined by the County Administrator, to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The Council authorizes the County Administrator to designate the Preliminary Official Statement, if any, as "near final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The County Administrator is further authorized to see to the completion of the final form of the Official Statement, if any, upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

**SECTION 19. Continuing Disclosure.** If required by the purchaser of the Bonds, the County hereby covenants and agrees that it will comply with and carry out all of the provisions of a Continuing Disclosure Certificate, in substantially the form attached hereto as Exhibit A. Notwithstanding any other provisions of this Ordinance, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered an event of default, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with their obligations under this Section.

**SECTION 20. Filings with Central Repository.** In accordance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual independent audit of the County within thirty days (30) of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five (5%) of the County's revenue or its tax base.

**SECTION 21. Deposit and Use of Proceeds.** The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

(a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the South Carolina Code;

(b) Accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds; and

(c) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance and to defray the costs and expenses of issuing the Bonds.

**SECTION 22. Federal Tax Covenants.** The County covenants and agrees with the holders of the Series 2013A Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2013A Bonds to become includable in the gross income of the bondholders of the Series 2013A Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Series 2013A Bonds and that no use of the proceeds of the sale of the Series 2013A Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Series 2013A Bonds would have caused the Series 2013A Bonds to be "arbitrage bonds", as defined in the Code, and to that end the County hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Series 2013A Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

The Chairman of County Council and the County Administrator, or either of them acting alone, are hereby authorized to adopt written procedures to ensure the County's compliance with federal tax matters relating to the Series 2013A Bonds.

**SECTION 23. Series 2013A Bonds as Qualified Tax-Exempt Obligations.** The County hereby authorizes the County Administrator to determine whether, in accordance with the provisions of Section 265 of the Code, the Series 2013A Bonds shall be designated as "qualified tax exempt obligations" as defined in Section 265(b)(3)(B) of the Code. In the event the Series 2013A Bonds are designated as "qualified tax exempt obligations" (i) the County and all subordinate entities thereof do not anticipate to issue more than \$10,000,000 in tax-exempt bonds or other tax-exempt obligations in 2013 other than private activity bonds except for qualified 501(c)(3) bonds, and (ii) the County represents that the sum of all tax-exempt obligations (other than private activity bonds which are not qualified as 501(c)(3) bonds) issued by the County and all subordinate entities thereof during calendar year 2013 is not reasonably expected to exceed \$10,000,000.

**SECTION 24. Notice of Public Hearing.** The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in the form attached hereto as Exhibit B, having been published in the *Daily Journal Messenger*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

**SECTION 25. Authority to Obtain Bond Insurance; Execution of Documents.** The County Administrator is hereby authorized to submit applications to municipal bond insurance companies for bond insurance or other credit enhancements relating to the Bonds. The Chairman of County Council and the County Administrator are hereby authorized to accept on behalf of the County the proposal deemed most advantageous to the County.

**SECTION 26. Amendment to Ordinance No. 2012-29.** Ordinance No. 2012-29 enacted by the County Council on September 4, 2012 is hereby amended so that references therein to the "Bonds" (as defined therein) shall mean "\$1,600,000 [or principal amount issued] General Obligation Bonds, Series 2013C, of Oconee County, South Carolina" or such other series designation as may be necessary or useful to denote that such bonds were not issued during the 2012 calendar year.

**SECTION 27. Miscellaneous.** The County Council authorizes the Chairman of County Council, the County Administrator, and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds or make modifications in any documents including but not limited to the form of the Bond or Notice of Sale. The County Council hereby further authorizes the County Administrator to retain Southwest Securities, Inc., as financial advisor to the County in connection with the issuance of the Bonds. The County Council hereby authorizes the Chairman to County Council, to negotiate the terms of, and execute in the name and on behalf of the County, investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the Bonds, to prepare and solicit bids for providers of such agreements and to execute, in the name and on behalf of the County, written confirmations of any such agreements and other documents as may be necessary in connection therewith.

**SECTION 28. Repeal of Conflicting Ordinances.** All rules, regulations, ordinances, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

**SECTION 29. Effective Date.** This Ordinance shall become effective and enforced from and after \_\_\_\_\_, 2013.

[Signature page to follow]

Enacted by the County Council of Oconee County, South Carolina, this \_\_\_ day of \_\_\_\_\_,  
2013.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Chairman, County Council  
Oconee County, South Carolina

ATTEST:

\_\_\_\_\_  
Administrator, Oconee County, South Carolina

\_\_\_\_\_  
Clerk to County Council,  
Oconee County, South Carolina

Date of First Reading: January 22, 2013  
Date of Second Reading: February 5, 2013  
Date of Public Hearing: \_\_\_\_\_, 2013  
Date of Third Reading: \_\_\_\_\_, 2013

[Signature page]

## EXHIBIT A

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Oconee County, South Carolina (the "County") in connection with the issuance of \$ \_\_\_\_\_ original principal amount General Obligation Bonds, Series 2013A/Taxable Series 2013B of Oconee County, South Carolina (the "Bonds"). The Bonds are being issued pursuant to Ordinance No. \_\_\_\_\_ enacted by the County Council of the County on \_\_\_\_\_, 2013 (the "Ordinance"). The County covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

**SECTION 2. Definitions.** The following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Series 2013A Bonds**" shall mean the \$ \_\_\_\_\_ original principal amount General Obligation Bonds, Series 2013A, Oconee County, South Carolina, dated \_\_\_\_\_, 2013.

"**Series 2013B Bonds**" shall mean the \$ \_\_\_\_\_ original principal amount General Obligation Bonds, Taxable Series 2013B, Oconee County, South Carolina, dated \_\_\_\_\_, 2013.

"**Dissemination Agent**" shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"**National Repository**" shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

"**Participating Underwriter**" shall mean \_\_\_\_\_ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"**Repository**" shall mean each National Repository and each State Depository, if any.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"**State Depository**" shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Disclosure Certificate, there is no State Depository.

**SECTION 3. Provision of Annual Reports.**

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2014, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days



prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Depository, if any; and

(ii) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

#### SECTION 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the County, including the information provided in the Official Statement with respect to the Series 2013A Bonds/Series 2013B Bonds under the headings: "THE BONDS—Security;" "DEBT STRUCTURE—Outstanding Indebtedness;" "CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County," "—Estimated True Value of All Taxable Property in the County," "—Tax Rates," "—Tax Collections for Last Five Years," and "—Ten Largest Taxpayers."

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been previously filed with the National Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County will clearly identify each such document so incorporated by reference.

#### SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events (the "Listed Events"):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;

- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Upon the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Upon the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

**SECTION 6. Termination of Reporting Obligation.** The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

**SECTION 7. Dissemination Agent.** The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial

Dissemination Agent shall be the County.

**SECTION 8. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

**SECTION 9. Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

**SECTION 10. Default.** In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

**SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

**SECTION 12. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

**SECTION 13. Counterparts.** This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
County Administrator

Dated: \_\_\_\_\_, 2013

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Oconee County, South Carolina

Name of Bond Issue: \$ \_\_\_\_\_ General Obligation Bonds, Series 2013A,  
Oconee County, South Carolina  
\$ \_\_\_\_\_ General Obligation Bonds, Taxable Series 2013B,  
Oconee County, South Carolina

Date of Issuance: \_\_\_\_\_, 20\_\_

NOTICE IS HEREBY GIVEN that Oconee County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

OCONEE COUNTY, SOUTH CAROLINA

Exhibit B

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the 6:30 p.m. meeting of Oconee County Council on \_\_\_\_\_, 2013, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider Ordinance \_\_\_\_\_ authorizing the issuance and sale of general obligation bonds (the "Bonds") of the County in the aggregate principal amount of not exceeding \$\_\_\_\_\_, the proceeds of which shall be applied to defray all or a portion of the costs of design, acquisition, site-work, construction and installation, as applicable, of improvements and infrastructure related to the Echo Hills Commerce Park, including: approximately 300,000 square-foot pad; approximately 50,000 square-foot pad; roads, curbs, drainage and stormwater facilities; intersection improvements; internal utilities; civil design and sitework relating to the foregoing; and the costs of issuance of the Bonds.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

OCONEE COUNTY, SOUTH CAROLINA

# PROCUREMENT - AGENDA ITEM SUMMARY

## OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 5, 2012

### ITEM/TITLE:

Procurement #: PO 49624 Change Order #1 Title: Sewer South Project Department: Economic Dev. Amount: \$717,830.00

### FINANCIAL IMPACT:



Procurement was approved by Council in Fiscal Year 2012-2013 budget process as a Capital Project.

Finance Approval: \_\_\_\_\_

### BACKGROUND DESCRIPTION:

On November 9, 2012, Oconee County entered into a contract with URS Corporation of Greenville, SC, for preliminary engineering services for sewer services to Golden Corner Commerce Park and southern Oconee County. These initial services were \$19,900.00 and did not require Council approval. At the January 22, 2013 meeting Council approved moving forward with this project. Change Order #1 includes the following tasks to be completed for this project: Surveying, Preliminary Geotechnical work, Design and Development of preliminary bid documents, Permitting Services, Property Plats & Easement Plats, bid services to assist in preparing the drawings and specifications for the construction bid, and Construction Administration and Observation services.

### SPECIAL CONSIDERATIONS OR CONCERNS:

Under the Request for Proposals #11-15, On Call Professional Engineering Consultant Services, URS Corporation was accepted as qualified to provide General Engineering Services. County Council approved a contract and fee schedule at the March 20, 2012, County Council Meeting.

### ATTACHMENT(S):

1. URS proposal for Sewer South, dated January 16, 2013

### STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve Change Order #1 for PO 49624, to URS Corporation of Greenville, SC, to perform general engineering services for the Sewer South Project, per the attached proposal, not to exceed \$717,830.00. This will bring the total cost of the project to \$737,730.00

Submitted or Prepared By: \_\_\_\_\_  
Robyn Courtright, Procurement Director

Approved for Submittal to Council: \_\_\_\_\_

  
T. Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting; therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**PROCUREMENT - AGENDA ITEM SUMMARY**  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 5, 2012

**ITEM TITLE:**

**Procurement #: PO 49624 Change Order #1 Title: Sewer South Project Department: Economic Dev. Amount: \$717,830.00**

**FINANCIAL IMPACT:**



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Finance Approval: Mark H. Robinson

**BACKGROUND DESCRIPTION:**

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Submitted or Prepared By:

Robyn Courtright, Procurement Director

Approved for Submittal to Council:

T. Scott Moulder, County Administrator

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*A calendar with due dates marked may be obtained from the Clerk to Council.*





January 16, 2013

Mr. Scott Moulder  
County Administrator  
Oconee County  
415 S. Pine Street  
Walhalla, SC 29691

**Subject:** Proposal for Civil Engineering Services – Sewer Service to Golden Corner  
Commerce Park & Southern Oconee County

Dear Mr. Moulder:

URS is pleased to submit this proposed scope of services under the IDC for professional services related to the design, permitting, bidding, and construction of sewer service to the Golden Corner Commerce Park and southern Oconee County. Included in this proposal is a brief description of the project understanding, the proposed scope of services and associated cost.

### **Project Understanding:**

Oconee County (County) plans to provide sewer service to the Golden Corner Commerce Park and potential development near the I-85 Exits 1, 2, and 4 in southern Oconee County. Based on the recommendations provided in the Preliminary Engineering Report for Wastewater Improvements to Serve Golden Corner Commerce Park dated January 2013 URS proposes the following scope and fee.

URS Corporation  
128 Milport Circle, Suite 100  
Greenville, South Carolina  
Tel: 854.809.0111  
Fax: 854.809.9000  
[www.urscorp.com](http://www.urscorp.com)

**Task 1 – Surveying**

- A. Upon approval by the County to proceed with design work URS will:
  - a. Coordinate a topographic survey of the selected route and pump station location at Golden Corner Commerce Park. This survey will locate items crucial to the design such as existing utilities, driveways, storm drainage, right of way, ect.

**Task 1 Compensation Lump Sum – \$44,000**

**Task 2 – Preliminary Geotechnical Work**

- A. Upon approval by the County to proceed with design work URS will:
  - a. Coordinate with a local geotechnical investigation firm in order to gather geotechnical information at the pump station site. Geotechnical information will also be gathered at creek crossings in order to attempt to estimate the amount of rock presence of rock at the creeks.

**Task 2 Compensation Lump Sum – \$6,500**

**Task 3 – Design and Develop Bid Documents**

- B. Upon approval completion of the surveying and geotechnical work URS will:
  - a. Make a site visit to review routing, identify areas of concern related to permitting or construction.
  - b. Survey the pump station site and pipeline route in sufficient detail to develop quality bid documents. Survey will be developed on the state plane coordinate system.
  - c. Meet with the City and County to obtain any of the Owners materials or construction standards to be included in the design. URS will provide geotechnical services through a sub-contract.
  - d. Develop plans and specifications for the bidding and construction of the pump station, force main and any gravity sewer lines

Included in the preliminary engineering recommendation as approved by the County and City. Design will meet the requirements of South Carolina Department of Health and Environmental Control (SCDHEC) and the City's standards.

- e. Develop hydraulic model of pump station / force main system for design and permitting purposes.
- f. Meet with the Owner for 30%, 60%, 90% and final plans reviews to obtain Owner input at each step.
- g. Based on information contained in the design documents, will submit an opinion of the probable cost for the construction of the project. Since URS has no control over the cost of labor, materials, equipment, or the Contractors methods of determining price or competitive bidding, URS cannot and does not guarantee that proposals, bids, or the Project construction cost will not vary from URS's opinion of the probable cost of the Project.

**Task 3 Compensation Lump Sum.....\$329,900**

**Task 4 – Permitting Services**

- A. URS will prepare permit applications in support of the construction activities for this project. These applications may include:
  - SC DOT
    - Encroachment Permit
  - SC DHEC
    - Sediment and Erosion Control Permit
    - Permit to Construct
    - Approval to Place into Operation Request
  - US Army Corps of Engineers
    - Wetlands Permit
  - Railroads
    - Encroachment permits

During the permitting process, URS will work with permitting agencies to resolve potential issues that may affect implementation of the project. The County will pay all permit application fees.

**Task 4 Compensation Lump Sum .....\$ 38,180**

**Task 5 – Property Plats and Easement Plats**

- A. URS will survey and develop property plats for the pump station(s) site(s) and easement plats for the pipe line portions of the project not installed on public right-of-way. Plats will be developed under the direction of a registered land surveyor and will meet the County requirements for recording. Estimated number of plats and easements is (TBD).
- B. Oconee County will be responsible for developing property sales agreements, easement descriptions, easement agreements and negotiations with property owners to obtain property or easements. The County will be responsible for payments to property owners as negotiated to obtain property or easement rights.

**Task 5 Compensation Lump Sum ..... \$ 7,650**

**Task 6 – Bid Services**

- A. URS will assist Oconee County in advertising the Project for bids, receiving bids, and preparing contracts for construction as follows:
  - a. Prepare an "Advertisement for Bids" and have the advertisement published in area newspapers and other locations as appropriate. Costs for publishing shall be paid directly by the County.
  - b. Prepare and distribute copies of plans and specifications to construction contractors, subcontractors, equipment suppliers, etc. for their use in preparing bids. The contractors, subcontractors, equipment suppliers, etc. will be charged for the cost of providing plans and specifications.
  - c. Answer questions of contractors, subcontractors, equipment suppliers, etc. and shall issue addendums to the plans and specifications as appropriate.

- d. Attend a Pre-Bid meeting and prepare minutes of the meeting.
- e. Attend the bid opening and assist in opening and reading the contractors' bids.
- f. Review bids received and prepare a recommendation of award.
- g. Prepare contract documents and coordinate the completion of these by the contractor and the County.
- h. Prepare a "Notice to Proceed" to be sent to the contractor by the County.

**Task 6 Compensation Lump Sum ..... \$ 16,270**

**Task 7 – Construction Administration Services**

- A. URS will assist the County during a 12-month construction phase of the Project by providing various administrative services as follows:
  - a. Schedule and conduct a pre-construction meeting prepare and distribute meeting minutes to all attendees.
  - b. Submit progress reports as required by the County or other responsible agency.
  - c. Review shop drawings, material and equipment submittals provided by the contractor for the Project.
  - d. Prepare and submit proposed change orders to the County for approval.
  - e. Review the contractor's periodic requests for payment and make recommendations to the County concerning payments to the contractor.
  - f. Prepare and furnish to the County three complete sets of plans showing the Project as constructed. These plans shall be marked "Record Drawings." URS shall perform necessary field review and office work to prepare "Record" drawings of the constructed project from information provided by the contractor.

- g. Following completion of construction activities, URS will prepare a submittal package in order for the Owner to obtain SCDHEC approval to place system into operation. URS will prepare a final summary change order to reflect final installed quantities to be coordinated with the final contractor pay request.**

**Task 7 Compensation Lump Sum .....\$ 108,930**

**Task 8 – Construction Observation Services**

- A. URS shall act as the Owner’s representative during a 12-month construction period. URS and the Owner shall jointly decide questions which may arise as to quality and acceptability of materials furnished and work performed by the contractor.**
  - a. URS will make visits to the site at intervals appropriate to the various stages of construction as the URS deems necessary in order to observe the progress and quality of the various aspects of the contractor's work. URS will devote an average of 40 hours per week to construction observation services which will include on-site observation, on-site meetings, travel, and observation report writing.**
  - b. The purpose of URS's visits to the site will be to enable URS to provide the Owner a greater degree of confidence that the completed work of the contractor conforms generally to the project plans and specifications and that the integrity of the design concept as reflected in the Project plans and specifications has been implemented and preserved by the contractor. URS shall not, during such visits or as a result of such observations of the contractor's work, supervise, direct or have control over the contractor's work nor shall URS have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the contractor, for safety precautions and programs incident to the work of the contractor or for any failure of the contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the contractor furnishing or performing its work.**

- c. URS can neither guarantee the performance of the construction contracts by the contractor nor assume responsibility for the contractor's failure to furnish and perform its work in accordance with the contract documents
- d. Preparation and Submission of "Record" Drawings;

**Task 8 Compensation Lump Sum .....\$ 166,400**

**Total Services Compensation Task 1 through 7.....\$717,830**

To assist with budget planning, URS has prepared an initial cost estimate for design, permitting and construction based on the three routes that were considered in the report dated February 1, 2012 and the average cost estimate is as follows:

- Right of Way Negotiation and Legal Services associated with right of way acquisitions have not been included at this time, as the fee for these services will fluctuate greatly based on the number of right of ways needed.

We look forward to working with you on this project and appreciate the opportunity to provide our proposal. If you have any questions regarding the above information, please do not hesitate to contact us.

Very truly yours,

**URS Corporation**

  
\_\_\_\_\_

Andrew Allen, P.E.

Project Manager



# Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [OX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Paul Corbeil	Wayne McCall	Archie Barron	Joel Thrift	Reg Dexter		
							2010-2014	2013-2016	2010-2014	2013-2016	2013-2016	2010-2014	2013-2016
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - June 2013	Randy Renz [1]	Jan Suddats [-2]	Edward Perry [1]	Dan Stehmeit [-2]	Ronald Chiles [1]	<b>Thomas Luke [2]</b>	Michael Gray [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - June 2013	Rick Bethoa [1]	Luther Lyle [-2]	Robinson [1]	Barbara Waters [1]	Henry Robertson [1]	Bess Clapak [1]	Jean Dobson [1]
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - June 2013	Allen Meaford [1]	<b>Sammy Lee [2]</b>	Gary Littlefield [1]	<b>Marty McKee [2]</b>	<b>Dick Hughes [2]</b>	Berry Nichols [1]	<b>Paul Reckert [2]</b>
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - June 2013	<b>Roger Mize [2]</b>	<b>Noel Workman [2]</b>	Bob DuBose [1]	Mike Willimen [1]	Harry Tollison [1]		
Conservation Bank Board	2-381	Appointed by Category		2X	YES	Jan - June 2013	Shea Airey [1]	Andy Lee [1]	Rocky Nation [1]	Marvin Prater [1]	<b>VACANT</b>	<b>VACANT</b>	Ed Land [1]
Economic Development Commission	24-31	5 - 0	YES	3X	YES	Jan - June 2013	Dave Eldridge [1]	<b>VACANT</b>	<b>Hank Field [3]</b>	<b>Dickson [3]</b>	Gene Blair [2]		
Scenic Highway Committee	26-151	3 - 2	YES	2X	YES	Jan - June 2013						Alan D. Boggs [1]	<b>VACANT</b>
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - June 2013	<b>Daniel Day [2], Ellis Hughes [2], B. Hetherington [1], H. McPheeters [1], A. Champion [1], P. Taylor [1]</b>				Martin Adelberg [1], William Caster [1], Sally Long [1]		
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 / 2-381	Appointed by Industry		2X	YES	June 2013	Brian Greer [1], Rosamary Bales [1], JoAnne Blake [1]			Becky Wise [1], Rick Lacey [1], David Lavere [1], Mike Wallace [1]			
Planning Commission	6-29-310 / 32-4	6 - 2	YES	N/A	YES	February 2013	Andrea Heller	Bradley Hancox	William Guster	<b>VACANT</b>	Ryan Honea	Gwen McPhail	John Lyle
Behavioral Health Services Commission	2-291	8 - 7	YES	2X	3 yr.	June 2014	Steve Jenkins [1], Harold Alley [1], Louie Holloman [1], Wanda Long [1], Fred Hamilton [1], Joan Black [1], Jere DuBois [1]						
Capital Project Advisory Committee	2-391	OC / PC Intra. 2 @ Lg.	NO	3X	1 yr.	May 2012	Council Representative Corbeil [2], Planning Commission G. McPhail [1], Infrastructure Advisory Representative B. Winchester [1]					John Rau [2]	David Mead [2]
Infrastructure Advisory Commission	34-1	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
ACOG BOD				N/A	NO	JAN 2013	Council Rep. CC CHAIR or designee [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open						

[#] - denotes term. [-2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.

[SHADING = reappointment requested - questionnaires on file]

Denotes individual who DOES NOT WISH TO BE REAPPOINTED

**Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.**



**OCONEE COUNTY BOARD / COMMISSION / COMMITTEE  
CANDIDATE LISTING**

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Abbott, Julian	1	Yes					x		x	May 2012
Amsden, Gregory	1						x			May 2012
Buddin, Glenn	1	Yes					x			
Bush, Lauraleigh	1						x			January 2013
Denny, Keith	1						x			
Bobson, Jeannie	1							ARTS		January 2013
Fuller, Donald	1	Yes					x			
Henir, Michael	1	Yes					x			December 2012
Jacobson, Maria	1							x		January 2013
Lengyel, Edward	1	Yes					x			
Little, John	1	Yes					x			
Lovely, Linda	1						x			May 2012
MacLeod, Steven	1					x	x			
Martin, Lynn	1	Yes					x			
McKibben, James	1					x				
McMahan, Marie	1							x		December 2012
Mouw, James W.	1			x	x	x	x			November 2012
Owen, Donald	1	Yes					x			
Phyllis, Darren	1					x	x		x	December 2012
Smith, Charles	1	Yes				x	x			
Soper, Phillip	1						x			May 2012
Watson, Susan	1						x			
Allen, John W.	2	NO					x			
Bales, Rosemary	2		YES					PRT		January 2013
Graham, William	2	Yes				x	x			May 2012
Hedden, David	2						x			
King, Stanley	2	Yes				x	x			January 2013
Lee, Andy	2		Yes			x	CONSER			November 2012
Lyle, Luther **	2	Yes	Yes					ARTS		October 2012
Martin, Lisa	2							x		January 2013
Miller, Thelma	2						x			October 2012
Mize, Roger	2		Yes			AERO				December 2012
Moss, Luther	2						x	x	x	May 2012
Nichols, Barry **	2	Yes	Yes	x	x	BZA	x	x	x	May 2012
Richards, Charles	2						x			January 2013
Rochester, Matt	2	NO				x				
Stephens, Kyle	2	Yes					x			
Suddeih, Dan	2	Yes	Yes	AERO						
Wilbanks, Charles	2	Yes				x	x		x	
Wilson, Duane	2	Yes				x	x		x	
Workman, Neal	2					x				October 2012
Adams, Brit	3	Yes					x			
BuBose, Bob	3		Yes			BLDG				December 2012
Gilster, William A.	3		Yes				PLAN			October 2012
Greer, John Brian	3		Yes						PRT	January 2013
Horton, Laurel	3							x		January 2013
Litfield, Gary	3		Yes			BZA				
Nicholson, Grant	3						x			
Roth, Doug	3	Yes					x			

# OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Bayliss, Brian	4					x	x			August 2012
Bayliss, Peggy	4	Yes					x			May 2012
Cain, Richard	4	Yes					x			
Dunn, Kenneth	4					x				May 2012
Linsin, Larry	4	Yes					x			
Powell, Stanley	4					x	x			September 2012
Sanders, Jenny	4						x			June 2012
Wittmon, Herbert	4		Yes		BLDG					December 2012
Ables, Frank	5						x			
Blake, JoAnne	5		YES						PRT	January 2013
Carr, Deborah	5							x	x	January 2013
Giles, Ronald	5		Yes	AERO						October 2012
Gray, Michael	5	Yes	Yes	AERO						November 2012
Mast, Samuel	5					x				
McPheters, Glen	5					x	x			December 2012
Richardson, Henry	5		Yes						ARTS	December 2012
Tollison, Harry	5		Yes		BLDG					October 2012

Mr. Mize submitted a questionnaire for reappointment to the Aeronautics Commission **HOWEVER** he is not eligible to serve a third term on this Commission.

Mr. Workman submitted questionnaire. He currently serves on Building Codes Appeal Board **HOWEVER** he will complete his 2nd of two terms the end of 2012 and is not eligible for reappointment to the Building Codes Appeal Board. He may be appointed to another board and/or commission.

### Areas of Interest (please check one or more)

### Board/Commissions Applicable to Interests

Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavior Health Services Commission Emergency Services Commission
Regulatory	Building Codes Appeal Board Parks, Recreation & Tourism Commission Board of Zoning Appeals
Planning Activities	Appalachian Council of Governments Board of Directors Board of Zoning Appeals Capital Project Advisory Committee Conservation Bank Board Economic Development Commission Planning Commission Scenic Highway Committee
Education	Arts & Historical Commission

## ARTS & HISTORICAL COMMISSION

### Sec. 2-322. - Membership.

(a) The membership of the county arts and historical commission may be seven in number, selected and appointed by a majority vote of the county council, voting in the council duly assembled, with one member being selected from each of the five council districts in existence and as delineated at the time of this division, and two members selected at large, without regard to place of residence, excepting such members shall reside in the county, likewise upon a majority vote of the county council. In addition, the incumbent president of the Oconee Community Theatre, of the county historical society, and of the Blue Ridge Arts Association, shall serve as ex officio, nonvoting members of this commission; provided, however, that if, after appointment of a member to represent a particular council district to this commission, such district is altered, then such member shall continue to serve thereon for the remainder of the term to which he is appointed, irrespective of his place of residence. However, if the county is further divided into additional districts, additional appointments of members to the commission to represent the newly created district may be made by the county council without further action.

(b) Should any member of this commission move and establish residence outside the county or the district where such member was residing at the time of appointment to the commission, such moving shall constitute a resignation by the member, and a replacement member shall be appointed to fill the unexpired term of such resigned member.

(c) The two at-large members of the commission to be elected by the county council may be nominated by the county historical society, but such nominations shall not be binding upon the county council, who may appoint or elect members to the commission at large, who are not so nominated by the society.

*(Ord. No. 1985-11, § 2, 10-1-1985)*

## PARKS, RECREATION & TOURISM COMMISSION

### **Sec. 2-382. - Membership.**

Membership of the commission shall be in accordance with S.C. Code 1976, § 6-4-25, as amended. The membership of the commission shall be seven in number, selected and appointed by a majority vote of county council voting in any meeting of county council, duly assembled. In accordance with S.C. Code 1976, § 6-4-25, as amended, four members shall be selected from the hospitality industry of the county. At least two of the hospitality industry members shall be from the lodging industry and at least one member shall represent the cultural organizations of the county. All members of the commission shall reside in the county. Membership of the commission shall be selected on an at-large basis and representative of all areas of the county with a majority of the membership coming from no one area. County council may receive recommendations for members of the commission from the Greater Seneca Chamber of Commerce, the Greater Walhalla Chamber of Commerce, the Greater Westminster Chamber of Commerce, and the Oconee Alliance as partnering tourism agencies, and county council welcomes any such recommendations; however, county council is not required to wait on such recommendation(s) before county council selects and appoints any of the membership positions, nor is county council obligated to select and appoint any person recommended. Notwithstanding any other provision hereof, the complete selection and appointing authority for the entire commission rests with county council, and the ultimate decision of whom to select and appoint for any of the membership positions is that of county council, by a majority vote of the membership of the county council voting in any meeting of county council, duly assembled, with or without any recommendation.

The director of Oconee County **Parks, Recreation** and Tourism and the executive director of the Mountain Lakes Convention and Visitor's Bureau shall serve as ex-officio, non-voting members of the commission.

Should any voting member of this commission move and establish residence outside the county, such moving shall constitute a resignation by said member and a replacement member shall be appointed by county council, in the same manner as in which original appointments are made, to fill the remainder of the unexpired term of any resigned member.

*(Ord. No. 2011-12, § 5, 5-17-2011)*

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## Posts In Category: Flow Control

## Issue 4-13 - Feb. 1, 2013

Friday, February 01, 2013 11:54:00 AM Datewire: Eastern Daylight Time, LGE

## Flow Control — H. 3290

It has become clear that H. 3290 is targeted at more than Henry County's solid waste flow control ordinance. Henry County's ordinance directs all waste generated within the county to go to the county solid waste authority. H. 3290 was amended to state that a county may not direct solid waste or recyclable materials to any particular facilities whatsoever. Solid waste and recycling cost counties an estimated \$55 million annually. H. 3290 will increase these costs.

H. 3290 would void solid waste franchise or user fee ordinances if they direct where waste must be taken. Some solid waste ordinances direct that collected waste must be disposed of in the county (and) H. 3290 would nullify these ordinances. The ability to direct the flow of waste or recyclables that the county is responsible for is an essential bargaining chip in negotiations with private waste companies because waste volume is critical in bids or transfer stations can only be guaranteed if an ordinance or franchise agreement can direct where waste must be taken. When these services experience cost increases, user fees or taxes will have to increase. Counties that have issued permits for solid waste and recycling facilities could see serious problems resulting from H. 3290.

The authority to direct where waste is disposed also serves to protect taxpayers from strict liability of generators or haulers of waste if federal environmental law. H. 3290 will also create a problem for meeting county or regional solid waste plan goals. For instance, if the private waste industry can argue that the county cannot direct whether waste goes to a private landfill or a county processing facility to separate materials out of the waste stream for recycling, then the county may fail to reach its recycling goal and would be in violation of DHEC regs and the Solid Waste Act.

The House adopted H. 3290 and sent it to the Senate. Reps. West McLeod and Erbe fought against H. 3290 during floor debate citing the detrimental impact this bill will have on local government and the citizens they serve. The [House roll call vote](#) and a roster of the [Senate Medical Affairs Committee](#) are attached.

## Local Government Fund (LGF) and the House Ad Hoc Local Funding Study Committee

There hasn't been a substantial amount of discussion regarding funding of the LGF this week in subcommittee meetings. However, the House Ad Hoc Local Funding Study Committee began meeting this Thursday. The committee is composed of Reps. Jim Meml, Chairman, Mike Pitts, Gary Smith, Gary Smith, Harry Ott and Lonnie Hoxby. Frank Reinwater, chief economist for the Bureau of Economic Analysis, testified regarding the change in the LGF from several funding sources to the current formula funding of 4.5 percent of the previous fiscal year's General Fund. SCAC staff testified about the history of the LGF and the marcate study.



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conducted by Clemson, USC and Francis Marion University. The committee is discussing possible changes to the LGF formula. They plan to meet again at 9:00 on Wednesday.

#### **Other State Budget News**

The House Ways and Means subcommittees completed much of their work on the budget this week. The subcommittees adopted the following provisos of interest.

**Proviso 100.8:** This proviso was amended to state that if a county submits a request for reimbursement of election expenses through any means other than the Voter Registration and Election Management System (VREMS), the State Election Commission may deduct a penalty of 10 percent of the amount submitted.

**Proviso 110.3:** This proviso, which provides for the salary supplements for Clerks of Court, Probate Judges, Coroners, Sheriffs, Registers of Deeds, Auditors, and Treasurers, states that a county can reduce the expenditures in the operation of these officials' offices, after consultation with the officer, without any required corresponding reduction in the county's state aid to subdivisions distribution. This proviso also exempts the salary supplements for Clerks of Court, Probate Judges, Sheriffs, Registers of Deeds, Coroners, Auditors, and Treasurers from across-the-board cuts mandated by the Budget and Control Board or General Assembly.

**Proviso 110.4:** This proviso requires counties to provide office space and appropriations for the operation of the county legislative delegation office in the amount determined by the legislative delegation. If a county council fails to appropriate the demanded funding level, then the shortfall must be deducted from the county's Aid to Subdivisions allocation and an additional 25 percent of the remaining Aid to Subdivisions allotment must be forwarded to the legislative delegation for its "administrative costs."

**Proviso 110.5:** This proviso suspends §§6-27-30 and 6-27-50. Section 6-27-30 requires 4.5 percent of general fund revenues of the latest completed fiscal year be appropriated to the Local Government Fund. Section 6-27-50 states that the Aid to Subdivisions Act, which includes the LGF, may not be amended or repealed except in separate legislation solely for that purpose.

**Proviso 110.6:** This proviso requires any appropriation made by a county or city to appear as a separate and distinct line item in the budget. The proviso also requires the county or city to require any entity that receives an appropriation from the local government to provide a detailed description of the purposes for which the appropriation was used.

**Proviso 110.7:** This proviso states that a political subdivision receiving aid from the Local Government Fund may reduce its support to any state mandated program or requirement by up to a percentage equal to the percentage reduction in the actual amount appropriated to the Local Government Fund as compared to the amount required to be appropriated pursuant to §6-27-30. Excluded from reductions are Administrative Law Judges and their offices, Court of Appeals and their offices, Circuit and Family Courts and their offices, Magistrates and their offices, Masters-In-Equity and their offices, Probate Courts and their offices, Public Defenders and their offices, Solicitors and their offices, and the Supreme Court and their offices.

**Proviso 117.111:** This proviso prohibits the use of taxpayer funds received from the LGF to compensate employees for lobbying activities engaged in on behalf of such governmental entity. The proviso was amended to include a penalty provision which states that if a county fails to comply with the proviso the amount used to compensate the lobbying activity will be deducted from their Aid to Subdivisions allocation.

#### **Freedom of Information (FOI) Act — H. 3163**

This is a substantial rewrite of the FOI Act. One of the provisions would require all documents produced by a public body or its agent that were distributed to or reviewed by any member of the public body during a public meeting for the preceding six month period to be immediately available for inspection and copying without a written request. A public body could comply with this provision by placing the information on its website. Considering that the definition of a public body is much broader than just council but includes council committees and work sessions, advisory committees, as well as boards and commissions, the sheer

volume of documents reviewed is voluminous and could not be made available immediately. This also does not take into account that several counties have a limited or no website, so placing documents on a website is not an option.

An amendment was offered that would give a public body 10 business days to respond to a request, 30 calendar days from the date of the request to produce the documents, and an additional 45 calendar days to produce documents that are more than two years old. There would be no administrative charges for the first five hours spent gathering and reproducing documents. After five hours, a public body could charge an administrative fee of \$12.00 an hour in half hour increments, not to exceed 250 hours. The hourly rate would increase annually based on the consumer price index. The amendment also creates an Office of Freedom of Information Act Review as a division of the Administrative Law Court with hearing officers to hear FOI complaints from citizens. Public bodies could also file a complaint for frivolous and unduly burdensome FOI requests. Determinations of the hearing officers are appealed to the Administrative Law Court. Due to time constraints, the House Judiciary subcommittee took no action on the bill.

### **Elections**

**Candidate Filing and Election Reform — H. 3298.** H. 3298 requires all candidates to file a statement of economic interest online with the Ethics Commissions no later than April 15 of each election year. A person who becomes a candidate by petition or is appointed as a public official has until April 15 or 15 days after being appointed or becoming a candidate, whichever comes last, to file a statement of economic interest online with the Ethics Commission. The House Judiciary Committee amended the bill to give counties the option of not combining their election commission and board of registration and the ability to increase by ordinance the number of members on the board of registration and elections. However, a county must exercise the option by an affirmative vote of council within one year of the effective date of this bill. Otherwise, they must combine their board of registration and election commission. They also amended the bill to allow a candidate to be nominated for office by a political party convention. The bill was given a favorable report.

**State Election Commission — H. 3197.** This bill would make the State Election Commission a division of the Secretary of State. The House Judiciary Committee adopted the subcommittee amendment to increase the size of voting precincts from 1500 to 2500, and authorize a polling place to be set outside of the precinct if no suitable public location can be found within the precinct. However, they adjourned debate on the bill until their next meeting to do additional research.

**Senate Early Voting — S. 4, S. 67, and S. 118.** A Senate Judiciary subcommittee adjourned debate on the other bills and took up S. 4. The bill provides for eight days of no excuse early voting to include two Saturdays and ends three days before the election date. A subcommittee amended the bill to clarify Sunday is excluded during the early voting period and gave the bill a favorable report.

**House Early Voting — H. 3176.** This bill provides for 10 days of no excuse early voting to end three days before an election and excludes Sundays. It also provides the following dates for elections to be held other than the dates already set by law: the third Tuesday in March; the third Tuesday in June; the third Tuesday in September; or the Tuesday after the first Monday in November. H. 3176 also prohibits a candidate from being nominated by more than one party and prohibits a candidate's name from appearing more than once on a ballot for the same election. Finally, the bill changes the current provisions for absentee voting including raising the age for absentee voting to 72. A House Judiciary subcommittee gave the bill a favorable report.

### **Other Bills of Interest**

**Road Transfers — H. 3360.** This bill allows road transfers between the DOT and counties. H. 3360 removes the equal mileage trade requirement for transfers and requires the county's consent for any road transfer to occur. Notification of transfers to the county legislative delegation is required in the bill rather than the delegation's approval. H. 3360 was given a favorable report by a House Education and Public Works subcommittee.

**Sentencing Reform Cleanup — S. 142.** This is a cleanup bill for the Sentencing Reform Act of 2010. It provides that the penalty for conviction of a third and subsequent offense of driving under suspension be a \$1,000 fine and imprisonment for up to 90 days, or home detention for up to 90 days. A Senate Judiciary subcommittee gave this bill a favorable report.

**Texting While Driving — H. 3121.** This bill prohibits using an electronic device to read, send, or compose a text-based message while driving. The offense is punishable by a \$100 fine for a misdemeanor charge and up to \$10,000 for a felony offense. The bill was amended in subcommittee to provide an additional surcharge of \$25 per misdemeanor and \$100 per felony to be remitted to the Trauma Fund administered by DHEC. H. 3121 was given a favorable report by the House Education and Public Works Committee and is now on the House floor.

**Solicitor Control of Dockets — H. 3247.** H. 3247 restores control of the general sessions docket to the circuit solicitors. The solicitors were divested of this authority by a S.C. Supreme Court ruling and H. 3247 reverses that ruling. In absence of the solicitors controlling the docket it appears the burden of handling the docket falls on the clerks of court. The House began to debate the bill on Thursday but adjourned debate until next week after repeated unsuccessful attempts to amend the bill.

**Web Public Notices — H. 3427.** This bill would authorize counties to post public notices on their website instead of requiring that they be published in a newspaper. This authorizes, not requires, the use of county websites for public notices. If the county chose, it could use the web for certain notices and the newspaper for others. Election notices would still be required to be published in the newspaper. H. 3427 was introduced last week and went on the House calendar without reference to committee. After much effort by the Press Association, the bill was referred to House Judiciary for study.

### **2013 SCAC Mid-Year Conference and Institute of Government — Feb. 20 and 21**

The SCAC Mid-Year Conference will be held at Embassy Suites Hotel in Columbia on Wednesday, Feb. 20. The program will include a presentation from Secretary of Commerce Bobby Hitt, legislative overviews from the Senate and House perspectives, and other timely topics. Following lunch, buses will provide transportation to the State House for visits with legislators. The legislative reception will be Wednesday evening at 5:30. Now is the time to start lining up appointments to see your Senators and Representatives or arranging a joint meal function or meeting.

Institute of Government classes are being offered on Thursday, Feb. 21 and include: Orientation to County Government, Strategic Planning, Public Speaking, the Property Taxation Process, and Financial Management. There is a separate registration for these classes, which appears in the [Mid-Year Conference brochure](#) or on the web.

Registration brochures have been mailed and you may also register at [www.sccounties.org](http://www.sccounties.org).

### **Newly-Introduced Legislation**

[View/Download Full Text for Newly-Introduced Legislation](#)

Note: If you would like to offer comments to the SCAC staff, please call us toll-free at 1-800-922-8081, fax to (803) 252-0379 or send an [email](#). You can also go to [www.scstatehouse.gov](http://www.scstatehouse.gov) and click on "Legislation," then "Introduced Legislation."

#### **Senate Bills**

**S. 299** — Authorizes an attorney who can provide certain information to record an affidavit stating that the full balance has been paid on a mobile home lien and the affidavit shall serve as notice of satisfaction of the lien.

**S. 301** — Authorizes an owner of residential property receiving the four percent assessment ratio who is an active member of the US Armed Forces to continue receiving the assessment ratio as long as he is on active duty regardless of duty station.



**S. 302** — Directs the South Carolina Public Benefit Authority to design, implement, and maintain a longevity pay plan for state employees and to require the General Assembly to fund the costs of the plan by a specific appropriation of the general funds in the annual budget.

**S. 303** — Provides a property tax exemption for property owned by a trust used for holding meetings when no profit or benefit goes to any stockholder or individual.

**S. 317** — Authorizes a county by ordinance to enact video poker upon the favorable vote of the majority of the legislative delegation or a petition signed by five percent of the county's registered voters, subject to a favorable referendum.

**S. 318** — Requires a referendum on the issue of authorizing casino boat gambling to be held in each county of the state upon a petition of one percent of the registered voters of the county or upon approval by two-thirds vote of the legislative delegation of the county.

**S. 326** — Enacts the "South Carolina Recreational Off-Highway Vehicle Act."

#### House Bills

**H. 3440** — Transfers appointment authority for the executive director of the Aiken County Voter Registration and Elections Commission from the Aiken County Legislative Delegation to County Council.

**H. 3451** — Requires the offenses of shoplifting and criminal domestic violence to be charged on a uniform traffic ticket.

**H. 3452** — Deletes the requirement that when a county law enforcement officer is transferred to work within a multi-jurisdictional task force the county must be reimbursed for services by the county or municipality the officer is transferred to.

**H. 3463** — Provides that no additional property tax is due for any prior property tax year on a parcel of real property because of an erroneous classification of the parcel when the error was not the result of an error or omission by the owner of the property.

**H. 3476** — Revises the definition of qualified project for purposes of the Transportation Infrastructure Bank and provides that a project may not be designated as an eligible project in advance of the current availability of funding for the completion of that specific project.

[Comments\(0\)](#)

#### **Issue 3-13 - Jan. 25, 2013**

Friday, January 25, 2013 11:48:00 AM Categories: [Elections](#) [Flow Control](#) [FOIA](#) [LGF](#)

#### **State Budget and Local Government Fund (LGF)**

Ways and Means budget subcommittees are very close to completing their initial work on the budget. Next week several subcommittees will be hearing from the last few agencies under their purview and considering budget provisos. Now is an important time to call your members of the House and explain the importance the LGF and mandate flexibility.

LGF. A Ways and Means subcommittee heard from SCAC and MASC regarding funding of the LGF this week. SCAC staff testified about the history of the LGF and the importance it retains in county budgeting. Rep. Jim Merrill, Chairman of the subcommittee, explained that because of health care concerns Ways and Means is already working at a deficit in funding this year. However, he thought the subcommittee would likely recommend reappropriating the \$30 million allocation from last year to keep the LGF at last year's funding level.

**State Health Insurance.** The Public Employee Benefits Agency (PEBA) testified that they needed increased funding of \$84 million in order to maintain the current health insurance system. The increased funding could come from an increase in employer and/or employee rates, or through a direct appropriation by the General Assembly.

#### **LGF and Mandates Ad Hoc Study Committee**

The Chairman of House Ways and Means is creating an Ad Hoc Study Committee to study mandates on local governments and the funding of the LGF. We are told that the committee is comprised of Reps. Jim Merrill, Chairman, Mike Pitts, Garry

Smith, Gary Simrill, Harry Ott and Lonnie Hosey. The first meeting of the committee will likely be Thursday, January 31, although no agenda has been issued as of yet.

#### **Flow Control - H. 3290**

The House Agriculture Committee voted 14-3 to give H. 3290 a favorable report. The committee members that voted to support local government and oppose the bill were Reps. Dillard, George and Hardee. H. 3290 will likely be debated on the House floor next week.

H. 3290 voids any ordinance that directs where solid waste is taken or any ordinance that impedes the development of any solid waste or recycling program, regardless of location. Proponents of this bill openly admit their intent to nullify Horry County's seven year old flow control ordinance, but there are several other concerns for local governments. As written, H. 3290 would nullify land use regulations with regards to their control of the location of solid waste or recycling facilities. H. 3290 also jeopardizes solid waste franchising and solid waste fee ordinances since these ordinances typically direct where solid waste must be taken. These types of ordinances are essential to counties' ability to meet state mandates in the Solid Waste Management Act and DHEC regulations.

H. 3290 is an assault on Home Rule that would set a precedent for the legislature to void ordinances passed by county councils exercising their authority to serve the public interest. This could have a disastrous affect on bonds as well as public confidence in government. According to DHEC, the private waste industry handles 85 percent of municipal solid waste in the state, yet it is pushing this legislation under the guise of "preventing government solid waste monopolies."

#### **Freedom of Information (FOI) Act Rewrite - H. 3163**

This is a substantial rewrite of the FOI Act. Among other things, H. 3163 would require all documents produced by a public body or its agent that were distributed to or reviewed by any member of the public body during a public meeting for the preceding six month period to be immediately available for inspection and copying without a written request. Considering the number of subcommittees and ad hoc committees appointed by County Council in light of the Quality Towing case, this could place a substantial burden on counties to comply with this provision of the bill. Several amendments are being discussed to increase the time frames in the bill and to allow for some administrative charges. More testimony will be taken on H. 3163 next week before the House Judiciary subcommittee takes action on the bill.

#### **Candidate Filing and Election Reform Bills**

**Senate Reform Approach - S. 2.** The Senate amended S. 2 to require statements of intention of candidacy, the pledge not to run if defeated in a primary, and filing fees to be filed with the State Election Commission if the candidate is seeking a statewide office, congressional office, or office consisting of more than one county. If the candidate is seeking a State Senate or House seat, or a county office, those documents along with the filing fee are filed with the county election commission. The state and county election commissions must provide a copy of all of the documents filed along with the filing fees to the appropriate political party for the candidate so that the political party can certify the candidate. All candidates must file a statement of economic interest electronically with the Ethics Commission prior to the date of election. The bill passed the Senate and has been sent to the House.

**House Reform Approach - H. 3298.** H. 3298 requires all candidates to file a statement of economic interest online with the Ethics Commissions no later than April 15 of each election year. A person who becomes a candidate by petition has until April 15 or 15 days after becoming a candidate, whichever comes last, to file a statement of economic interest online with the Ethics Commission. The bill also combines all of the remaining county election commissions and boards of registrations that are separate entities into a single entity. The House Judiciary Committee took no action on H. 3298 the bill in order to draft additional amendments.

**State Election Commission - H. 3197.** This bill would make the State Election Commission a division of the Secretary of State. A House Judiciary subcommittee amended the bill to increase the size of voting precincts from 1500 to 2500, and authorizes a polling place to be set outside of the precinct if no suitable public

location can be found within the precinct. An amendment was offered to authorize the Secretary of State to assume authority over a county elections commission where it is determined that the director is negligent in conducting elections, which was withdrawn. H. 3197 was given a favorable report and this amendment is likely to be raised at the full Judiciary Committee when the bill is taken up next Tuesday.

#### Other Bills of Interest

**Solicitor Control of Dockets - H. 3247.** H. 3247 restores control of the general sessions docket to the circuit solicitors. The solicitors were divested of this authority by a S.C. Supreme Court ruling and H. 3247 reverses that ruling. In absence of the solicitors controlling the docket it appears the burden of handling the docket falls on the clerks of court. H. 3247 was approved by the House Judiciary Committee and is awaiting debate on the House floor.

**Texting While Driving - H. 3121.** This bill prohibits using an electronic device to read, send, or compose a text based message while driving. The offense is punishable by a \$100 fine for a misdemeanor charge and up to \$10,000 for a felony offense. The bill was amended in subcommittee to provide an additional surcharge of \$25 per misdemeanor and \$100 per felony to be remitted to the Trauma Fund administered by DHEC. H. 3121 will be debated by the full House Education and Public Works Committee at its next meeting, which is anticipated to be next week.

**Property Tax Recodification - S. 7 and S. 118.** A Senate Finance subcommittee gave a favorable report to both of these bills and they will be on the next Finance Committee agenda. S. 7 is the SCATT recodification bill and S. 118 allows the Treasurer to accept a DMV Form 5051 instead of the license tag to issue a property tax refund for a motor vehicle.

**Aging Commissions and IRF coverage - S. 125.** S. 125 authorizes the Insurance Reserve Fund to offer insurance coverage on a continuing basis to local councils on aging or other entities providing countywide services for the aging, established as governmental agencies or as private nonprofit entities, if the provider receives funding from the Office on Aging within the Office of the Lieutenant Governor. S. 125 received a favorable subcommittee report and will appear on the next Senate Finance Committee agenda.

#### 2013 SCAC Mid-Year Conference and Institute of Government - February 20 and 21

The SCAC Mid-Year Conference will be held at Embassy Suites Hotel in Columbia on Wednesday, February 20. The program will include a presentation from Secretary of Commerce Bobby Hitt, legislative overviews from the Senate and House perspectives, and other timely topics. Following lunch, buses will provide transportation to the State House for visits with legislators. The legislative reception will be Wednesday evening at 5:30. Now is the time to start lining up appointments to see your Senators and Representatives or arranging a joint meal function or meeting.

Institute of Government classes are being offered on Thursday, February 21 and include: Orientation to County Government, Strategic Planning, Public Speaking, the Property Taxation Process, and Financial Management. There is a separate registration for these classes which appears in the Mid-Year Conference brochure or on the web.

Registration brochures have been mailed and you may also register at [www.sccounties.org](http://www.sccounties.org).

#### Newly-Introduced Legislation

[View/Download Full Text for Newly-Introduced Legislation](#)

Note: If you would like to offer comments to the SCAC staff, please call us toll-free at 1-800-922-6081, fax to (803) 252-0379 or send an [email](#). You can also go to [www.scstatehouse.gov](http://www.scstatehouse.gov) and click on "Legislation," then "Introduced Legislation."

Senate Bills

**S. 275** — Deletes the provision of the law that requires a county, when one of its officers is assigned to a multi-jurisdictional task force, to be reimbursed for expenses by the county or municipality to which the officer is transferred or assigned.

**S. 292** — Provides a property tax exemption on a vehicle owned by a person who is blind or has a severe visual disability and the vehicle is used to transport the owner.

**S. 294** — Allows local accommodation tax revenues in certain situations to be used for beach nourishment and allows the funds to be held for more than two years for this purpose.

**S. 295** — Authorizes a special purpose district that provides recreational services to voluntarily dissolve and transfer its assets and liabilities to a county if accepted by the county.

#### House Bills

**H. 3378** — Enacts the "Volunteer Personnel Appreciation Act" which authorizes counties to give a monetary reward to reserve law enforcement officers, volunteer firefighters, or volunteer emergency medical personnel.

**H. 3382** — Requires all school districts to be closed on Veterans Day, Martin Luther King Day, and Memorial Day.

**H. 3383** — Eliminates the provision that allows a child to attend a school district if he owns property in the district with an assessed value of three hundred dollars or more.

**H. 3390** — Enacts the "Beach Preservation Act."

**H. 3396** — Provides for the immediate release of a person whose bond has been set by a magistrate or municipal judge upon posting the amount with the jail or detention center.

**H. 3427** — Authorizes a county to post certain notices required by law to its website instead of printing it in the newspaper.

[Comments\(0\)](#)

### ***Building Stronger Counties for Tomorrow***

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# South Carolina Legislature

House Roll Call Vote Number 52

Session: 120 (2013-2014)

01/30/2013 01:44 pm

Passage of Bill

**RESULT: Passed**

Yeas: 89; Nays: 28; Excused Absence: 2; Not Voting: 4

H 3290 Business Freedom to Choose Act

## YEAS - 89

Allison, Merris A.  
Bates, Jimmy C.  
Bedingfield, Eric M.  
Bowen, Don C.  
Chumley, William M.  
Cole, J. Derham, Jr.  
Crosby, William E.  
Erickson, Shannon S.  
Forrester, P. Michael  
Gambrell, Michael W.  
Hardee, Kevin  
Hayes, Jackie E.  
Hixon, William M.  
Huggins, Chip  
Limchouse, Harry B., III  
Lowe, Phillip D.  
McLeod, Mia S.  
Moss, Dennis C.  
Nanney, Wendy K.  
Owens, Phillip D.  
Pope, Thomas E.  
Quinn, Rick  
Rutherford, J. Todd  
Sellers, Bakari T.  
Smith, G. Murrell, Jr.  
Smith, James E., Jr.  
Spires, L. Kai  
Taylor, Bill  
Wells, Don L.  
Willis, Mark N.

Anthony, Michael A.  
Bannister, Bruce W.  
Bernstein, Beth E.  
Branham, Lester P., Jr.  
Clemmons, Alan D.  
Crawford, Heather Ammons  
Duning, Joseph S.  
Felder, Raye  
Funderburk, Laurie Shude  
Goldfinch, Stephen, Jr.  
Hardwick, Nelson L.  
Henderson, Phyllis  
Hodges, Kenneth F.  
Kennedy, Ralph Shealy, Jr.  
Lofis, Dwight A.  
Lucas, James H.  
Merrill, James H.  
Moss, V. Stephen  
Norman, Ralph W.  
Patrick, Andrew S.  
Powers Nurrell, Mandy  
Riley, R. Shannon  
Ryhal, Mike  
Sintrill, J. Gary  
Smith, Gary R.  
Sotile, F. Michael  
Stringer, Tommy M.  
Toole, McLain R.  
White, W. Brian  
Wood, Donna H.

Arwater, Todd K.  
Barfield, Liston D.  
Bingham, Kenneth A.  
Brannon, Norman D.  
Clyburn, William  
Crawford, Kristopher R.  
Delleney, F. Gregory, Jr.  
Finlay, Kirkman, III  
Gagnon, Craig A.  
Hamilton, Daniel P.  
Harrell, Robert W., Jr.  
Hiott, David R.  
Horne, Jenay Anderson  
Knight, Patsy G.  
Long, Deborah A.  
McCoy, Peter M., Jr.  
Mitchell, Harold, Jr.  
Murphy, Christopher J.  
Ott, Harry L., Jr.  
Pitts, Michael A.  
Putnam, Joshua A.  
Rivers, Samuel, Jr.  
Sanditer, William E., III  
Skelton, B. R.  
Smith, J. Roland  
Southard, Edward L.  
Tallon, Edward R., Sr.  
Vick, Ted M.  
Whitmire, William R.

## NAYS - 28

Bowers, William K.  
Cobb-Hunter, Gilda  
Edge, Tracy R.  
Govan, Jerry N., Jr.  
Howard, Leon  
McEachern, Joseph A.  
Neal, Joseph H.  
Ridgeway, Robert L., III

Brown, Grady A.  
Dillard, Chandra E.  
George, J. Wayne  
Herbersman, William G.  
Jefferson, Joseph H.  
McLeod, Walton J.  
Newton, Wm. Weston J.  
Robinson-Simpson, Leola C.

Brown, Robert L.  
Douglas, MaryGail K.  
Gilliard, Wendell G.  
Hosey, Lonnie  
Mack, David J., III  
Mummerlyn, Elizabeth R.  
Parks, J. Anne  
Sabb, Ronnie A.

# South Carolina Legislature

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Stavrinakis, Leonidas E.  
Williams, Robert Q.

Weeks, J. David

Whipper, J. Seth

**EXCUSED ABSENCE - 2**

Ballentine, Nathan

Thayer, Anne J.

**NOT VOTING - 4**

Alexander, Terry  
King, John Richard C.

Anderson, Carl L.

Hart, Christopher R.

**South Carolina General Assembly**  
120th Session, 2013-2014

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~~Indicates Matter Stricken~~

~~Indicates New Matter~~

**H. 3290**

**STATUS INFORMATION**

General Bill

Sponsors: Reps. Bingham, Bannister, Harrell, Simrill, Merrill, Rutherford, Norman, K.R. Crawford, Sottile, Herbekersman, Barfield, Clemmons, V.S. Moss, Hixon, D.C. Moss, Gambrell, Horne, Erickson, G.R. Smith, Sandifer, Forrester, Cole, Allison, Crosby, Murphy, Spires, Patrick, Hardwick, Putnam, H.A. Crawford, Southard, Henderson, Chunley, Bedingfield, Atwater, Goldfinch, Bowen, Funderburk, Gagnon, Long, Owens, Tallon, Thayer, Vick, Whitmire, Branham, Rivers, Bales and Anderson

Document Path: I:\council\bill\abd\11060\ae13.docx

Companion/Similar bill(s): 203

Introduced in the House on January 10, 2013

Introduced in the Senate on January 31, 2013

Last Amended on January 30, 2013

Currently residing in the Senate Committee on **Medical Affairs**

Summary: Business Freedom to Choose Act

**HISTORY OF LEGISLATIVE ACTIONS**

Date	Body	Action Description with journal page number
1/10/2013	House	Introduced and read first time ( <a href="#">House Journal-page 811</a> )
1/10/2013	House	Referred to Committee on Agriculture, Natural Resources and Environmental Affairs ( <a href="#">House Journal-page 811</a> )
1/17/2013	House	Member(s) request name added as sponsor: Brannan
1/23/2013	House	Committee report: Favorable with amendment Agriculture, Natural Resources and Environmental Affairs ( <a href="#">House Journal-page 5</a> )
1/24/2013		Scrivener's error corrected
1/24/2013	House	Member(s) request name added as sponsor: Rivers, Bales, Anderson
1/29/2013	House	Requests for debate-Reps: JE Smith, Hayes, Neal, Merrill, Sabb, Clyburn, Hoxey, Brannon, Kiott, Hardwick, Toole, Dillard, Bingham, Taylor, Hardee, Hixon, Wells, Goldfinch, Gilliard, Skelton, JR Smith, RL Brown, King, McEachern, Sandifer, Jefferson, Powers Norrell ( <a href="#">House Journal-page 28</a> )
1/30/2013	House	Amended ( <a href="#">House Journal-page 38</a> )
1/30/2013	House	Read second time ( <a href="#">House Journal-page 39</a> )
1/30/2013	House	Roll call Yeas-89 Nays-29 ( <a href="#">House Journal-page 42</a> )
1/31/2013	House	Read third time and sent to Senate ( <a href="#">House Journal-page 13</a> )
1/31/2013		Scrivener's error corrected

1/31/2013 Senate Introduced and read first time ([Senate Journal-page 7](#))  
1/31/2013 Senate Referred to Committee on Medical Affairs  
([Senate Journal-page 7](#))

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## VERSIONS OF THIS BILL

[1/10/2013](#)

[1/23/2013](#)

[1/24/2013](#)

[1/30/2013](#)

[1/31/2013](#)

(Text matches printed bills. Document has been reformatted to meet World Wide Web specifications.)



~~Indicates Matter Stricken~~

Indicates New Matter

AMENDED

January 30, 2013

**H. 3290**

Introduced by Reps. Bingham, Bannister, Harrell, Simrill, Merrill, Rutherford, Norman, K.R. Crawford, Sottile, Herbkersman, Barfield, Clemmons, V.S. Moss, Hixon, D.C. Moss, Gambrell, Horne, Erickson, G.R. Smith, Sandifer, Forrester, Cole, Allison, Crosby, Murphy, Spires, Patrick, Hardwick, Putnam, H.A. Crawford, Southard, Henderson, Chumley, Bedingfield, Arwater, Goldfinch, Bowen, Funderburk, Gagnon, Long, Owens, Tallon, Thayer, Vick, Whitnire, Branham, Rivers, Bales and Anderson

S. Printed 1/30/13--H. [SEC 1/31/13 10:52 AM]

Read the first time January 10, 2013.

### A BILL

TO AMEND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, SO AS TO ENACT THE "BUSINESS FREEDOM TO CHOOSE ACT", BY AMENDING SECTION 44-96-80, RELATING TO COUNTY SOLID WASTE PROGRAMS, INCLUDING A COUNTY'S AUTHORITY TO ENACT ORDINANCES CONSISTENT WITH THE STATE PLAN, LAW, AND REGULATIONS, SO AS TO MAKE TECHNICAL CORRECTIONS, TO DELETE OBSOLETE LANGUAGE, AND TO PROVIDE THAT AN ORDINANCE THAT RESTRICTS SOLID WASTE DISPOSAL AT A PERMITTED FACILITY OR IMPEDES THE DEVELOPMENT OR IMPLEMENTATION OF A RECYCLING PROGRAM IS INCONSISTENT WITH THE PROVISIONS OF CHAPTER 96 OF TITLE 44; AND TO AMEND SECTION 44-55-1210, RELATING TO A COUNTY'S AUTHORITY TO REQUIRE THE COLLECTION AND DISPOSAL OF SOLID WASTE, SO AS TO PROVIDE THAT A COUNTY ORDINANCE IS VOID TO THE EXTENT THAT THE ORDINANCE RESTRICTS OR PROHIBITS SOLID WASTE DISPOSAL AT A PERMITTED FACILITY OR IMPEDES THE DEVELOPMENT OR IMPLEMENTATION OF A RECYCLING PROGRAM.

Amend Title To Conform

Be it enacted by the General Assembly of the State of South Carolina:

SECTION 1. This act may be cited as the "Business Freedom to Choose Act".

SECTION 2. Section 44-96-80(G) of the 1976 Code is amended to read:

"(G) Counties are strongly encouraged to pursue a regional approach to solid waste management. Nothing in this chapter, however, ~~shall~~ may be construed to require a county to participate in a regional plan or to prohibit two or more counties within the State which are not contiguous from preparing, approving, and submitting a regional solid waste management plan or one or more counties, including

~~industrial solid waste generators located therein in these counties, from contracting with an in-state solid waste disposal facility located outside of the county or region. Not later than eighteen months after the date of enactment of this chapter, each county shall notify the department in writing whether it intends to submit a single county solid waste management plan or to participate in a regional plan."~~

SECTION 3. Section ~~44-96-80~~(K) of the 1976 Code is amended to read:

~~"(K) The governing body of a county is authorized to enact such ordinances as may be necessary to carry out its responsibilities under this chapter; provided, however, that the governing body of a county but may not enact an ordinance inconsistent with the state solid waste management plan, with any a provision of this chapter, with any other another applicable provision of state law, or with any a regulation promulgated by the department providing for the protection of public health and public safety or for protection of the environment. An ordinance that requires disposal of waste at one or more designated solid waste management facilities or that requires recovered materials to be processed or recycled at one or more designated facilities is considered inconsistent with the provisions of this chapter."~~

SECTION 4. Section ~~44-55-1210~~ of the 1976 Code is amended to read:

~~"Section 44-55-1210. The governing body of any a county may by ordinance or resolution provide that require the county shall engage in the collection and disposal to collect and dispose of solid waste. Such This collection and disposal may be accomplished either by use of county employees and equipment or by contract with a private agencies entity or municipalities municipality of the county. Service charges A service charge may be levied against persons a person for whom a collection services are service is provided whether such services are this service is performed by the county, a municipality, or a private agency entity. To the extent that a county ordinance requires disposal of waste at one or more designated solid waste management facilities or requires recovered materials to be processed or recycled at one or more designated facilities, the ordinance is void."~~

SECTION 5. This act takes effect upon approval by the Governor and applies to ordinances in existence on or after the effective date of this act. An ordinance enacted prior to the effective date of this act is rendered invalid from the effective date of this act forward. Nothing in this act shall be construed to impair the contractual obligations of any county, municipality, or other political subdivision arising from, or incurred in connection with, any bonds, notes, or other evidences of indebtedness issued by such entity prior to the effective date of this act, which are secured by, and payable from, a solid waste user fee imposed by such entity.

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